

**CITY COUNCIL REGULAR MEETING AGENDA**  
**A M E N D E D**

REGULAR COUNCIL MEETING  
TUESDAY  
JUNE 18, 2024

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

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

**\*\*\*PUBLIC COMMENT\*\*\***

Verbal public comments not related to items appearing on the posted agenda may be provided during the "Open Call to the Public" at the beginning and end of the meeting and may only be provided in person.

Verbal public comments related to items appearing on the posted agenda may be given in person or online and will be taken at the time the item is discussed.

To provide online verbal comment on an item that appears on the posted agenda, use the link below.

[ONLINE VERBAL PUBLIC COMMENT](#)

Written comments may be submitted to [publiccomment@flagstaffaz.gov](mailto:publiccomment@flagstaffaz.gov). All comments submitted via email will be considered written comments and will be documented in the record as such.

---

1. **CALL TO ORDER**

**NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION**

*Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for discussion and consultation 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. **OPEN CALL TO THE PUBLIC**

*Open Call to the Public enables the public to address the Council about an item that is not on the prepared agenda. Comments relating to items that are on the agenda will be taken at the time that the item is discussed.*

*Open Call to the Public appears on the agenda twice, at the beginning and at the end. The total time allotted for the first Open Call to the Public is 30 minutes; any additional comments will be held until the second Open Call to the Public.*

*If you wish to address the Council in person at today'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 Open Call to the Public and Public Comment. Please limit your remarks to three minutes per item to allow everyone an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.*

5. **PROCLAMATIONS AND RECOGNITIONS**

- A. **Proclamation:** Waste and Recycling Workers Week
- B. **Proclamation:** Juneteenth
- C. Recognition of Police Chief Dan Musselman

6. **COUNCIL LIAISON REPORTS**

7. **LIQUOR LICENSE PUBLIC HEARINGS**

*Applications under Liquor License Public Hearings may be considered under one public hearing and may be acted upon by one motion unless otherwise requested by Council.*

**STAFF RECOMMENDED ACTION:**

1. Open the Public Hearing
2. Staff Presentation
3. Council Questions
4. Public Comment
5. Close Public Hearing
6. Council Deliberation and Action

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 a recommendation for denial based on the testimony received at the public hearing and/or other factors.

- A. **Consideration and Action on Liquor License Application:** Jacob Theodore Paullk, "Cinders Liquors LLC," 5620 N US HWY 89, Series 09 (Liquor Store), Sampling Privileges

**STAFF RECOMMENDED ACTION:**

1. Forward the application to the State with a recommendation for approval;
2. Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

- B. **Consideration and Action on Liquor License Application:** Jamie William Thousand, "ROUX 66," 2620 N Steves Blvd, Series 12 (Restaurant), New License

**STAFF RECOMMENDED ACTION:**

1. Forward the application to the State with a recommendation for approval;
2. Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

8. **CONSENT AGENDA**

*All matters under Consent Agenda are considered by the City Council to be routine. Unless a member of City Council expresses a desire at the meeting to remove an item from the Consent Agenda for discussion, the Consent Agenda will be enacted by one motion approving the recommendations listed on the agenda. Unless otherwise indicated, expenditures approved by Council are budgeted items.*

**STAFF RECOMMENDED ACTION:**

Approve the Consent Agenda as posted.

- A. **Consideration and Approval of Contract:** Cooperative Purchase Contract with Flock Group, Inc. dba Flock Safety in the amount of \$124,100 plus fees and taxes, for the purchase of Flock Safety cameras and software for the Flagstaff Police Department.

**STAFF RECOMMENDED ACTION:**

1. Cooperative Purchase Contract with Flock Group, Inc. dba Flock Safety in the amount of \$124,100 plus fees and taxes, for the purchase of Flock Safety cameras and software for the Flagstaff Police Department; and
2. Authorize the City Manager to execute the necessary documents.

- B. **Consideration and Approval of Contract:** Approve the Contract for the Purchase of Materials/Services with Southwest Tank and Steel, Inc., in an amount not to exceed \$353,518 for water storage tank maintenance and painting.

**STAFF RECOMMENDED ACTION:**

1. Approve the Contract for the Purchase of Materials/Services with Southwest Tank and Steel, Inc., in an amount not to exceed \$353,518 for water storage tank maintenance and painting; and
2. Authorize the City Manager to execute all necessary documents.

- C. **Consideration and Approval of Contract:** 2024 Renewal of the Master Agreement for Software Maintenance with Hexagon for software utilized by the City of Flagstaff Police Department in the amount of \$288,790.92, plus applicable taxes.

**STAFF RECOMMENDED ACTION:**

1. Approve the 2024 Renewal of the Master Agreement for Software Maintenance with Hexagon in the amount of \$288,790.92, plus applicable taxes; and
2. Authorize the City Manager to execute all necessary documents.

- D. **Consideration and Approval of Contract:** Approve Two City-Wide Custodial Services Contracts; CD Phoenix, LLC dba DetailXPerts and Pinnacle Janitorial, Inc. dba Building Services

**STAFF RECOMMENDED ACTION:**

1. Approve Two City-Wide Custodial Services Contracts; CD Phoenix, LLC dba DetailXPerts (10 Facilities) and Pinnacle Janitorial, Inc. dba Building Services (12 Facilities); and
2. Authorize the City Manager to execute the necessary documents.

- E. **Consideration and Approval of Grant Agreement:** Safe Streets and Roads for All Grant Agreement between the City of Flagstaff and the U.S. Department of Transportation Federal Highway Administration for the Butler Avenue Complete Streets Conversion project.

**STAFF RECOMMENDED ACTION:**

1. Approve the Grant Agreement with the Federal Highway Administration in the amount of \$12,014,989 of which \$9,611,991 is Federal Highway Administration share, and \$2,402,998 is City of Flagstaff share as part of a grant match; and
2. Authorize the City Manager to execute all necessary documents.

- F. **Consideration and Approval of Ratification of Contract:** Ratify Expenditure and Approval of Cooperative Purchase Contract with HyeTech Network & Security Solutions, LLC for the IT Section to purchase network and security hardware and services for the fiscal year budgeted amount for the term of the Agency Contract.

**STAFF RECOMMENDED ACTION:**

1. Ratify an expenditure of \$156,051.25 for network and security hardware and services from HyeTech Network & Security Solutions, LLC; and
2. Approve the Cooperative Purchase Contract with HyeTech Network & Security Solutions, LLC for the IT Section to purchase network and security hardware and services for the fiscal year budgeted amount for the term of the Agency Contract; and
3. Authorize the City Manager to execute the necessary documents.

- G. **Consideration and Approval of Memorandum of Agreement for Climate Pollution Reduction Grant Application:** A Memorandum of Agreement by and between the City of Flagstaff, Coconino County, and the City of Sedona is required for grant submission to the Environmental Protection Agency Climate Pollution Reduction Grant Program.

**STAFF RECOMMENDED ACTION:**

Approve the Memorandum of Agreement between the City of Flagstaff, Coconino County, and the City of Sedona and authorize the City of Flagstaff City Manager to execute the Agreement and any other Agreements related to the Climate Pollution Reduction Grant.

- H. **Consideration and Approval of Contract:** Amended and Restated Contract (Third Amendment) with Flagstaff Arts Council (Creative Flagstaff) for Lead Arts Agency Services; Arts, Science and Culture grant administration; ARPA grant administration; activation of the Coconino Center for the Arts; and ArtX festival.

**STAFF RECOMMENDED ACTION:**

Approve Amended and Restated Contract with Flagstaff Arts Council in an amount not to exceed \$875,626.00

9. **ROUTINE ITEMS**

- A. **Consideration and Adoption of Resolution No. 2024-22 and Ordinance No. 2024-16:** A resolution of the Flagstaff City Council declaring as a public record that certain document filed with the City Clerk and entitled "2024 amendments to chapters 2-03, 2-13, 2-14, 2-20, and 3-06 of the city code related to the parks and recreation commission, tourism commission, beautification and public art commission, open spaces commission, and hospitality industry tax revenues" and An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 2, Boards and Commissions, Chapters 2-03, Parks and Recreation Commission, 2-13, Tourism Commission, 2-14, Beautification and Public Art Commission, and 2-20, Open Spaces Commission, and Title 3, Business Regulations, Chapter 3-06, Hospitality Industry Tax Revenues, by adopting by reference that certain document entitled "2024 Amendments to Chapters 2-03, 2-13, 2-14, 2-20, and 3-06 of the City Code Related to the Parks and Recreation Commission, Tourism Commission, Beautification and Public Art Commission, Open Spaces Commission, and Hospitality Industry Tax Revenues," providing for repeal of conflicting ordinances, severability, clerical corrections, and

establishing an effective date.

**STAFF RECOMMENDED ACTION:**

1. Adopt Resolution No. 2024-22
2. Read Ordinance No. 2024-16 by title only for the final time
3. City Clerk reads Ordinance No. 2024-16 by title only (if approved above)
4. Adopt Ordinance No. 2024-16

- B. Consideration and Approval of Ratification of Contract:** Ratify the Cooperative Purchase Contract with Motorola Solutions, Inc. in an amount not to exceed \$183,072.68 for radio equipment and accessories for the Flagstaff Police Department.

**STAFF RECOMMENDED ACTION:**

1. Ratify the Cooperative Purchase Contract with Motorola Solutions, Inc. in an amount not to exceed \$183,072.68 for radio equipment and accessories for the Flagstaff Police Department; and
2. Authorize the City Manager to execute all necessary documents.

- C. Consideration and Approval of Preliminary Plat:** TLC PC Land Investors, LLC requests Preliminary Plat approval for Ghost Tree at Pine Canyon located at 3201 South Clubhouse Circle, a 12-unit single-family home subdivision on 7.87 acres in the Single-Family Residential (R1) Zone.

**STAFF RECOMMENDED ACTION:**

Approve the Preliminary Plat in accordance with the findings presented in this report, the following conditions, and the Planning and Zoning Commission recommendation of approval (7-0 vote in favor on May 8, 2024). The Preliminary Plat is granted a reduction of 1.5% from the preservation requirement of 70% for the 17%-24.99% slope resources based on the request provided.

**10. PUBLIC HEARING ITEMS**

1. Open the Public Hearing
2. Presentations (Staff and/or Applicant)
3. Council Questions
4. Public Comment
5. Close the Public Hearing
6. Council Deliberation and Action

- A. Consideration and Adoption of Resolution No. 2024-30 and Ordinance No. 2024-19:** A Resolution of the Flagstaff City Council declaring as a public record that certain document filed with the City Clerk and entitled "*Water Services Rates Code Changes*" and An Ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code Title 3, Business Regulations, Section 3-10-001-0008 License Fees and Title 7, Health and Sanitation, Chapter 7-02 Wastewater Regulations, and Chapter 7-03 Water Regulations, by adopting by reference that certain document entitled "*Water Services Rates Code Changes*"; providing for penalties, repeal of conflicting ordinances, severability, and establishing an effective date

**STAFF RECOMMENDED ACTION:**

At the June 18 Council Meeting:

- 1) Hold Public Hearing
- 2) Read Resolution No. 2024-30 by title only
- 3) Read Ordinance No. 2024-19 by title only for the first time
- 4) City Clerk reads Ordinance No. 2024-19 by title only (if approved above)

At the July 2 Council Meeting:

- 5) Adopt Resolution No. 2024-30
- 6) Read Ordinance No. 2024-19 by title only for the final time
- 7) City Clerk reads Ordinance No. 2024-19 by title only (if approved above)
- 8) Adopt Ordinance No. 2024-19

**B. Public Hearing: Fiscal Year 2024-2025 Budget and Property Tax Levy**

**STAFF RECOMMENDED ACTION:**

1. Hold the public hearing to receive citizen input
2. Convene Special Meeting

**11. SPECIAL MEETING**

**A. Consideration and Adoption of Resolution No. 2024-27: A resolution of the Flagstaff City Council, adopting the Budget for the City of Flagstaff for Fiscal Year 2024-2025.**

**STAFF RECOMMENDED ACTION:**

1. Read Resolution No. 2024-27 by title only
2. City Clerk reads Resolution No. 2024-27 by title only (if approved above)
3. Adopt Resolution No.2024-27
4. Reconvene Regular Meeting

**12. REGULAR AGENDA**

**A. Consideration and Adoption of Ordinance No. 2024-17: An ordinance levying upon the assessed valuation of the property within the City of Flagstaff, Arizona, subject to taxation a certain sum upon each one hundred dollars (\$100.00) of valuation sufficient to raise the amount estimated to be required in the annual budget, less the amount estimated to be received from other sources of revenue; providing funds for various bond redemptions, for the purpose of paying interest upon bonded indebtedness and providing funds for general municipal expenses, all for the Fiscal Year ending the 30th day of June 2025. **(Primary and secondary property tax levies for FY 2024-2025)****

**STAFF RECOMMENDED ACTION:**

At the June 18, 2024 Council Meeting:

- 1) Read Ordinance No. 2024-17 by title only for the first time
- 2) City Clerk reads Ordinance No. 2024-17 by title only (if approved above)

At the July 2, 2024 Council Meeting:

- 3) Read Ordinance No. 2024-17 by title only for the final time
- 4) City Clerk reads Ordinance No. 2024-17 by title only (if approved above)
- 5) Adopt Ordinance No. 2024-17

**B. Consideration and Approval of Ground Lease Agreement between the City of Flagstaff and Housing Solutions of Northern Arizona, Inc. for the development of affordable rental housing.**

**STAFF RECOMMENDED ACTION:**

1. Approve the ground lease with Housing Solutions of Northern Arizona, Inc.
2. Authorize City Manager to execute the ground lease

- C. **Consideration and Adoption of Ordinance No. 2024-18:** An ordinance of the City Council of the City of Flagstaff, authorizing the exchange of real property of substantially equal value with property owners, Gary G. and Mary Eileen Hundelt; providing for severability, authority for clerical corrections, and establishing an effective date; and

**Consideration and Approval of Purchase Agreement** with Gary G. and Mary Eileen Hundelt.

**STAFF RECOMMENDED ACTION:**

At the June 18, 2024 Council Meeting:

- 1) Read Ordinance No. 2024-18 by title only for the first time
- 2) City Clerk reads Ordinance No.2024-18 by title only (if approved above)

At the July 2, 2024 Council Meeting:

- 3) Read Ordinance No. 2024-18 by title only for the final time
- 4) City Clerk reads Ordinance No.2024-18 by title only (if approved above)
- 5) Adopt Ordinance No. 2024-18
- 6) Approve the Purchase Agreement and authorize the City Manager to execute the necessary documents.

- D. **Consideration and Adoption of Resolution No. 2024-32 and Ordinance No. 2024-20:** A resolution of the Flagstaff City Council declaring as a public record that certain document filed with the City Clerk and entitled "2024 Revisions to Floodplain Regulations" and an ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 12 Floodplains, Chapter 12-01 Flood Plain Regulations, by adopting by reference that certain document entitled "2024 Revisions to Floodplain Regulations"; providing for penalties, repeal of conflicting ordinances, severability, and establishing an effective date

**STAFF RECOMMENDED ACTION:**

At the June 18, 2024 Council Meeting:

- 1) Read Resolution No. 2024-32 by title only
- 2) Read Ordinance No. 2024-20 by title only for the first time
- 3) City Clerk reads Ordinance No. 2024-20 by title only (if approved above)

At the July 2, 2024 Council Meeting:

- 4) Adopt Resolution No. 2024-32
- 5) Read Ordinance No. 2024-20 by title only for the final time
- 6) City Clerk reads Ordinance No. 2024-20 by title only for the final time
- 7) Adopt Ordinance No. 2024-20

- E. **Consideration and Adoption of Resolution No. 2024-31:** A resolution of the Flagstaff City Council, authorizing an amendment to a development agreement for Woodshire on Butler Condominiums. The Development Agreement is between Woodshire on Butler, LLC, and the City of Flagstaff related to the development of approximately 4.06 acres of real property generally located at 2989 E. Butler Avenue (APN 106-04-007B) and 3001 E. Butler Avenue (APN 106-04-006C). (**Woodshire on Butler Development Agreement**).

**STAFF RECOMMENDED ACTION:**

1. Read Resolution No. 2024-31 by title only
2. City Clerk reads Resolution No. 2024-31 by title only (if approved above)
3. Adopt Resolution No. 2024-31

- F. **Consideration and Adoption of Resolution No. 2024-28:** A resolution of the Flagstaff City Council, ordering and calling a Special Election of the City for November 5, 2024, in conjunction with the City's General Election, to submit two questions to the qualified electors of Flagstaff with respect to the possible continuation of the City Lodging, Restaurant and Lounge (BBB) tax; and the possible increase and continuation of a local Transaction Privilege Tax (Sales Tax) for the purposes of public transit.

**STAFF RECOMMENDED ACTION:**

- 1. Read Resolution No. 2024-28 by title only
- 2. City Clerk reads Resolution No. 2024-28 by title only (if approved above)
- 3. Adopt Resolution No. 2024-28

- G. **Consideration and Adoption of Resolution No. 2024-29:** A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between the City of Flagstaff and Coconino County for election services for the November 5, 2024 General Election

**STAFF RECOMMENDED ACTION:**

- 1. Read Resolution No. 2024-29 by title only
- 2. City Clerk reads Resolution No. 2024-29 by title only (if approved above)
- 3. Adopt Resolution No. 2024-29

**13. DISCUSSION ITEMS**

- A. **Carbon Neutrality Plan Biannual Progress Report**

**STAFF RECOMMENDED ACTION:**

This item is for discussion only.

**14. OPEN CALL TO THE PUBLIC**

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

**16. ADJOURNMENT**

**CERTIFICATE OF POSTING OF NOTICE**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Stacy Saltzburg, MMC, City Clerk

THE CITY OF FLAGSTAFF ENDEAVORS TO MAKE ALL PUBLIC MEETINGS ACCESSIBLE TO PERSONS WITH DISABILITIES. With 48-hour advance notice, reasonable accommodations will be made upon request for persons with disabilities or non-English speaking residents. Please call the City Clerk (928) 213-2076 or email at [stacy.saltzburg@flagstaffaz.gov](mailto:stacy.saltzburg@flagstaffaz.gov) to request an accommodation to participate in this public meeting.

NOTICE TO PARENTS AND LEGAL GUARDIANS: Parents and legal guardians have the right to consent before the City of Flagstaff makes a video or voice recording of a minor child, pursuant to A.R.S. § 1-602(A)(9). The Flagstaff City Council meetings are live-streamed and recorded and may be viewed on the City of Flagstaff's website. If you permit your child to attend/participate in a televised Council meeting, a recording will be made. You may exercise your right not to consent by not allowing your child to attend/participate in the meeting.



**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Stacy Saltzburg, City Clerk  
**Date:** 06/12/2024  
**Meeting Date:** 06/18/2024



---

**TITLE:**

**Consideration and Action on Liquor License Application:** Jacob Theodore Paullk, "Cinders Liquors LLC," 5620 N US HWY 89, Series 09 (Liquor Store), Sampling Privileges

**STAFF RECOMMENDED ACTION:**

1. Forward the application to the State with a recommendation for approval;
2. Forward the application to the State with a recommendation for denial based on 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 09S license is an additional license added on to an existing liquor license. Jacob Paullk, the agent for Cinders Liquors LLC, has submitted a liquor license application for the addition of sampling privileges to the existing license at the location. To view surrounding liquor licenses, please visit the [Active Liquor Licenses Map](#).

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.

The application was properly posted on May 29, 2024 and the Police and Community Development divisions have reviewed the application and provided their respective reports. No written protests have been received to date.

**Financial Impact:**

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

**Policy Impact:**

Not applicable.

**Previous Council Decision or Community Discussion:**

Not applicable.

**Options and Alternatives to Recommended Action:**

1. Forward the application to the State with a recommendation for approval;
2. Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

**Connection to PBB Priorities and Objectives:**

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

**Connection to Regional Plan:**

Not applicable.

**Connection to Carbon Neutrality Plan:**

Not applicable.

**Connection to 10-Year Housing Plan:**

Not applicable.

---

**Attachments:**    [Letter to Applicant](#)  
                          [Hearing Procedures](#)  
                          [Series 09 Description](#)  
                          [PD Memo](#)  
                          [Code Memo](#)  
                          [Map](#)



# City of Flagstaff

OFFICE OF THE CITY CLERK

6/6/2024

Jacob Theodore Paullk  
5620 N US Hwy 89  
Flagstaff, AZ 86004

Dear Mr. Paullk,

Your application for a Series 9S Sampling Liquor License for Cinders Liquors, LLC located at 5620 N US Hwy 89, Flagstaff, AZ was posted on May 29, 2024. The City Council will consider the application at a public hearing during their scheduled Regular City Council Meeting on **June 18, 2024, which is scheduled to begin at 3:00 p.m.**

It is important that you or your representative attend this Council Meeting via video conference ([Microsoft Teams Meeting](#)) or in person and be prepared to answer any questions the City Council may have. Failure to be available for questions could result in a recommendation for denial of your application. We suggest 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 June 18, 2024, and the application may be removed from the premises at that time.

There is an \$815 application fee which needs to be received before 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 email me at [stacy.saltzburg@flagstaffaz.gov](mailto:stacy.saltzburg@flagstaffaz.gov).

Sincerely,

Stacy Saltzburg  
Communication and Civic Engagement Director / 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 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.
3. The presiding officer will request that the Applicant come forward to address the Council regarding the application. The applicant can give a presentation not exceeding ten (10) minutes. Council may question the Applicant regarding the testimony or other evidence provided by the Applicant.
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.

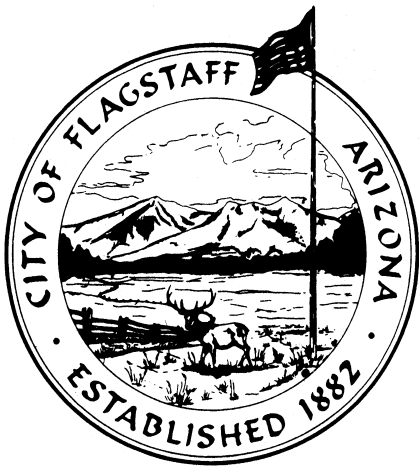
### ADDITIONAL RIGHTS AND RESPONSIBILITIES:

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 #24-048**

**TO: Chief Musselman**

**FROM: Sgt. N. Almendarez #703**

**DATE: May 30th, 2024**

**RE: New Application – Series 09S (Liquor Store Sampling) Liquor License Application– Cinders Liquors**

---

On May 30th, 2024, I initiated an investigation into a new application for a Series 09S (Liquor Store Sampling) liquor license filed by Jacob Paulk (Agent and Controlling Person). This is for a new application, and the application number is 296471. It is for Cinders Liquors, located at 5620 North Highway 89, Flagstaff, AZ.

I conducted a query through local systems and public access on Jacob Paulk. 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.

A representative for the business was invited to be present for the council meeting on June 18th, 2024.



## Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk  
From: Reggie Eccleston, Code Compliance Manager  
CC: Michelle McNulty, Planning Director  
Date: May 31, 2024  
Re: Application for Liquor License #296471  
5620 N. Highway 89, Flagstaff, Arizona 86004  
Assessor's Parcel Number 113-16-006E  
Jacob Paulk on behalf of Cinders Liquors

---

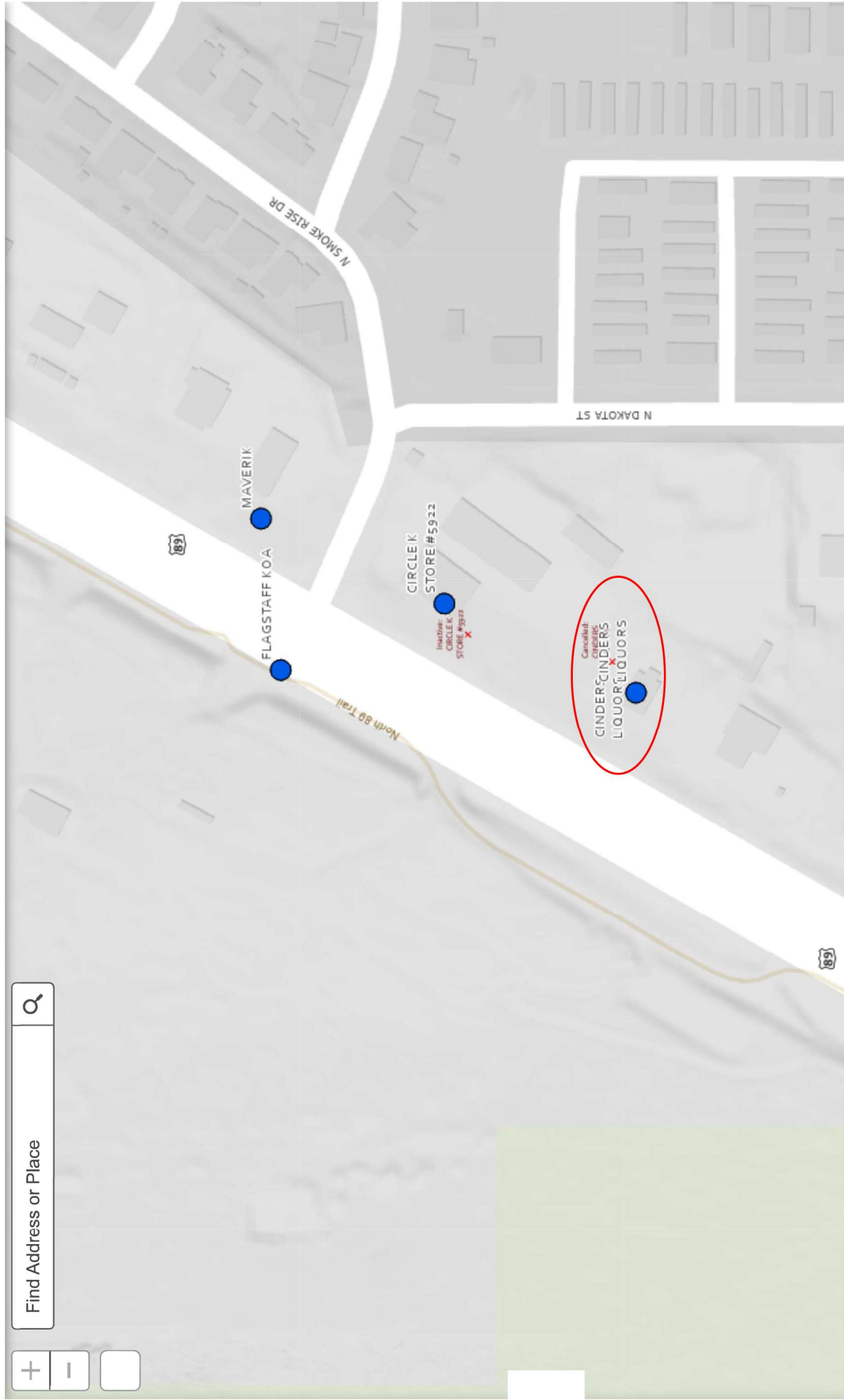
This application is a request for a new Series 9S Liquor Store Sampling liquor license by Jacob Paulk on behalf of Cinders Liquors. This business is located within the Highway Commercial district. This district does allow for this use.

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





Find Address or Place



**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Stacy Saltzburg, City Clerk  
**Date:** 06/12/2024  
**Meeting Date:** 06/18/2024



---

**TITLE:**

**Consideration and Action on Liquor License Application:** Jamie William Thousand, "ROUX 66," 2620 N Steves Blvd, Series 12 (Restaurant), New License

**STAFF RECOMMENDED ACTION:**

1. Forward the application to the State with a recommendation for approval;
2. Forward the application to the State with a recommendation for denial based on 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 12 license allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. ROUX 66 is an existing business in Flagstaff. If approved, it will be one of 92 series 12 licenses in Flagstaff. Series 12 licenses are non-quota licenses. To view surrounding liquor licenses, please visit the [Active Liquor Licenses Map](#).

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

The application was properly posted on May 29, 2024 and the Police and Community Development divisions have reviewed the application and provided their respective reports. No written protests have been received to date.

**Financial Impact:**

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

**Policy Impact:**

Not applicable.

**Previous Council Decision or Community Discussion:**

Not applicable.

**Options and Alternatives to Recommended Action:**

1. Forward the application to the State with a recommendation for approval;
2. Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

**Connection to PBB Priorities and Objectives:**

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

**Connection to Regional Plan:**

Not applicable.

**Connection to Carbon Neutrality Plan:**

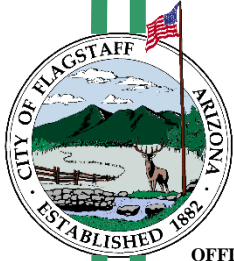
Not applicable.

**Connection to 10-Year Housing Plan:**

Not applicable.

---

**Attachments:**    [Letter to Applicant](#)  
                          [Hearing Procedures](#)  
                          [Series 12 Description](#)  
                          [PD Memo](#)  
                          [CD Memo](#)  
                          [Map](#)



# City of Flagstaff

OFFICE OF THE CITY CLERK

6/6/2024

Jamie Thousand  
2620 N. Steves Blvd.  
Flagstaff, AZ 86004

Dear Mr. Thousand,

Your application for a Series 12 Restaurant Liquor License for Roux 66 located at 2620 N. Steves Blvd., Flagstaff, AZ was posted on May 29, 2024. The City Council will consider the application at a public hearing during their scheduled Regular City Council Meeting on **June 18, 2024, which is scheduled to begin at 3:00 p.m.**

It is important that you or your representative attend this Council Meeting via video conference ([Microsoft Teams Meeting](#)) or in person and be prepared to answer any questions the City Council may have. Failure to be available for questions could result in a recommendation for denial of your application. We suggest 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 June 18, 2024, and the application may be removed from the premises at that time.

There is an \$815 application fee which needs to be received before 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 email me at [stacy.saltzburg@flagstaffaz.gov](mailto:stacy.saltzburg@flagstaffaz.gov).

Sincerely,

Stacy Saltzburg  
Communication and Civic Engagement Director / 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 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.
3. The presiding officer will request that the Applicant come forward to address the Council regarding the application. The applicant can give a presentation not exceeding ten (10) minutes. Council may question the Applicant regarding the testimony or other evidence provided by the Applicant.
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 12 Restaurant License

Non-transferable

On-sale retail privileges

Note: Terms in **BOLD CAPITALS** are defined in the [glossary](#).

---

### PURPOSE:

Allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

### ADDITIONAL RIGHTS AND RESPONSIBILITIES:

An applicant for a restaurant license must file a copy of its restaurant menu and Restaurant Operation Plan with the application. The Plan must include listings of all restaurant equipment and service items, the restaurant seating capacity, and other information requested by the department to substantiate that the restaurant will operate in compliance with Title 4.

The licensee must notify the Department, in advance, of any proposed changes in the seating capacity of the restaurant or dimensions of a restaurant facility.

A restaurant licensee must maintain complete restaurant services continually during the hours of selling and serving of spirituous liquor, until at least 10:00 p.m. daily, if any spirituous liquor is to be sold and served up to 2:00 a.m.

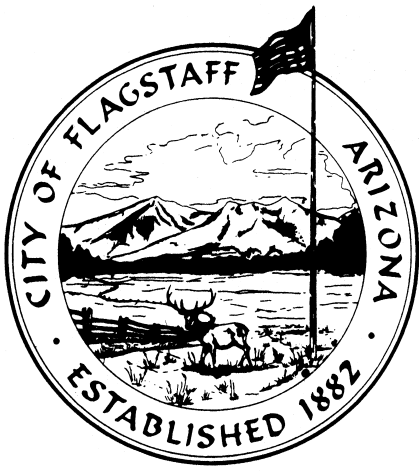
On any original applications, new managers and/or the person responsible for the day-to-day operations must attend a basic and management training class.

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.

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

Bar, beer and wine bar, and restaurant licensees must pay an annual surcharge of \$20.00. The money collected from these licensees will be used by the Department for an auditor to review compliance by restaurants with the restaurant licensing provisions of ARS 4-205.02.



# 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 #24-049**

**TO: Chief Musselman**

**FROM: Sgt. N. Almendarez #703**

**DATE: May 30th, 2024**

**RE: New Application – Series 12 (Restaurant) Liquor License Application– Roux 66**

---

On May 30th, 2024, I initiated an investigation into a new application for a Series 12 (Restaurant) liquor license filed by Jamie Thousand (Agent and Controlling Person), Judy Hill (Premise Manager) and Hayden Cannell (Premise Manager). This is for a new application, and the application number is 296457. It is for Roux 66, located at 2620 North Steves Boulevard, Flagstaff, AZ.

I conducted a query through local systems and public access on Jamie, Judy and Cannell. 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.

A representative for the business was invited to be present for the council meeting on June 18th, 2024.





## Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk  
From: Reggie Eccleston, Code Compliance Manager  
CC: Michelle McNulty, Planning Director  
Date: May 29, 2024  
Re: Application for Liquor License #296457  
2620 N. Steves Blvd., Flagstaff, Arizona 86004  
Assessor's Parcel Number 108-10-001C  
Jamie William Thousand on behalf of Roux 66

---

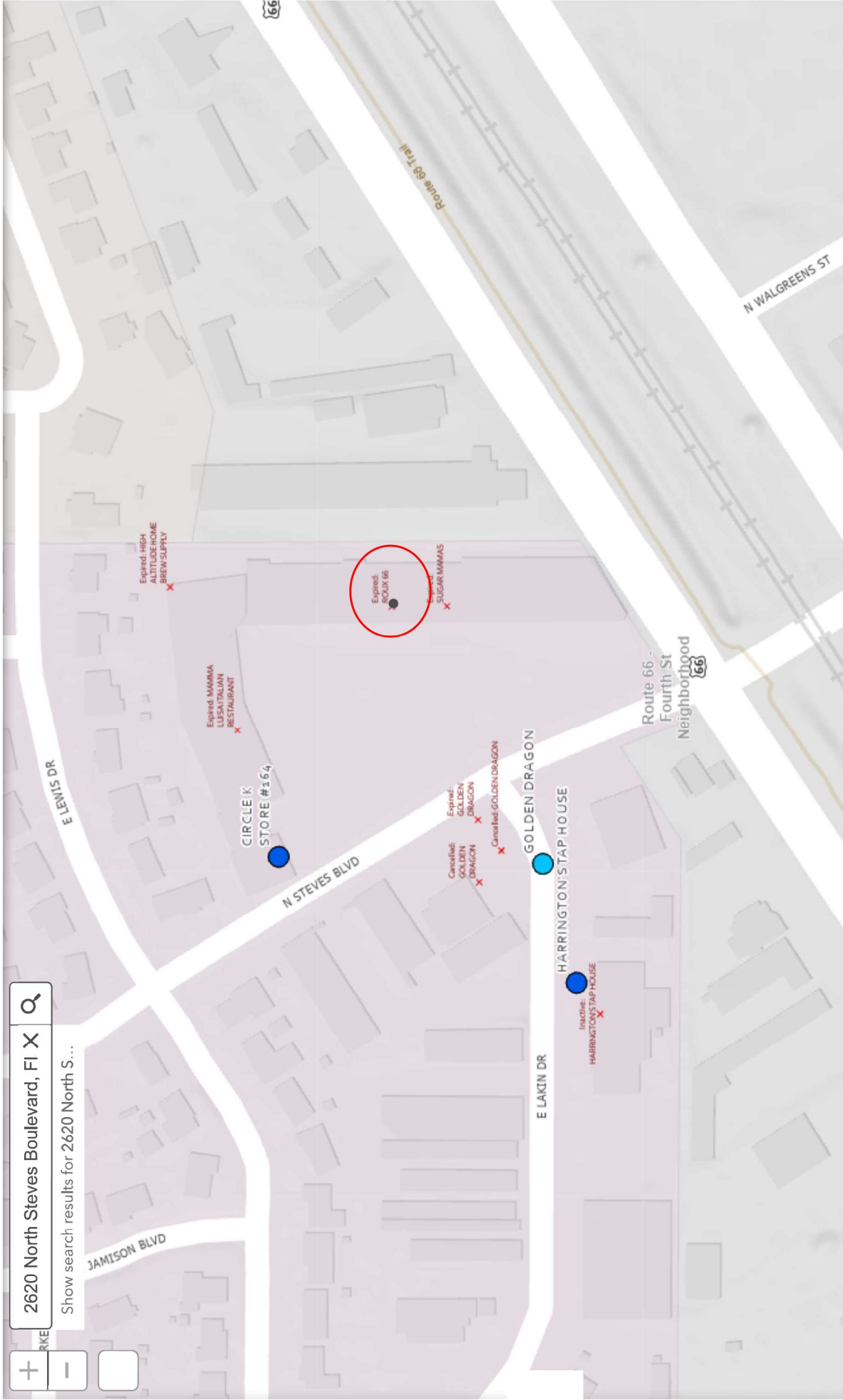
This application is a request for a new Series 12 Restaurant liquor license by Jamie William Thousand on behalf of Roux 66. This business is located within the Highway Commercial district. This district does allow for this use.

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



2620 North Steves Boulevard, Fl X Q

Show search results for 2620 North S...



App State  
 Click to restore the map extent and layers  
 visibility where you left off.

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Collin Seay, Deputy Police Chief  
**Date:** 06/12/2024  
**Meeting Date:** 06/18/2024

**TITLE:**

**Consideration and Approval of Contract:** Cooperative Purchase Contract with Flock Group, Inc. dba Flock Safety in the amount of \$124,100 plus fees and taxes, for the purchase of Flock Safety cameras and software for the Flagstaff Police Department.

**STAFF RECOMMENDED ACTION:**

1. Cooperative Purchase Contract with Flock Group, Inc. dba Flock Safety in the amount of \$124,100 plus fees and taxes, for the purchase of Flock Safety cameras and software for the Flagstaff Police Department; and
2. Authorize the City Manager to execute the necessary documents.

**Executive Summary:**

The Flagstaff Police Department is interested in a public safety camera system including Automated License Plate Reader (ALPR) cameras in Flagstaff. The Northern Arizona University Police Department just implemented their Flock camera program within the month, and we will be joining multiple agencies in Arizona and the nation using Flock Safety for ALPR technology. This program allows for the installation of thirty-two (32) ALPR cameras at the entrances and exits to Flagstaff and at major intersections within the community. Cameras will be mounted on existing city owned infrastructure, on designated city owned areas, or on approved infrastructure with the permission of the Arizona Department of Transportation (ADOT). The cameras are solar-powered and designed to function during all seasons. The installation and maintenance of each camera is included with the annual cost of the camera.

ALPR cameras take still images of motor vehicles and their license plates as they pass through designated locations in Flagstaff, and these images are maintained in their cloud storage. The provided operating system from Flock Safety can be queried by a law enforcement officer only for a legitimate law enforcement purpose. All vehicle data is entered and archived into the cloud-based public safety platform (called FlockOS). Many crimes that occur in Flagstaff typically involve a vehicle in the crime, and this tool will allow the police department to gather leads and solve crimes which were once considered unsolvable. Examples would be the following

1. Hit and Run investigation where the victim only gets a vehicle description of the suspect
2. Human trafficking case where a vehicle is known to law enforcement
3. Bank robbery where the driver leaves the scene in a specific make and model of vehicle
4. Vehicles used to traffic deadly fentanyl through our community
5. Drive-by shootings, active shooter, and other weapon related calls where the suspect leaves the scene in a vehicle
6. Amber alert scenarios where endangered juveniles enter or exit the city
7. Silver alert scenarios where endangered subjects are missing from their loved ones
8. Catalytic converter thefts where a description of a suspect vehicle is obtained
9. Stolen vehicles
10. Impaired-driver alerts that get reported to the communication center.

The FlockOS platform will allow officers to query the system for a make and model of vehicle involved in a crime like those listed above and get a photo bank of license plates and pictures of similar vehicles that could have been involved in the crime. The FlockOS platform can also be configured to immediately notify the communications center and officers in the field if a stolen vehicle, amber alert, silver alert, vehicle wanted in a homicide or major crime, or another specific vehicle needed by law enforcement has entered or exited the City of Flagstaff.

We truly believe the community will immediately be a safer place for all of us because it will prevent or reduce the likelihood of some of the crimes listed above because it will increase our ability to locate offenders. We plan to conduct a media campaign notifying our community that this technology is available with the intention of deterring the criminal activity from occurring.

Our Flock Safety contract will also include Raven shot-spotting technology in the ¼ square mile of the downtown area (North of Butler, South of Cherry and West of WC Riles and East of City Hall). This Raven system will notify the communication center if there are gunshots in the downtown area and be able to give investigators the exact time and location of the gunfire. The Flock Safety cameras will work in conjunction with the Raven technology to obtain license plates of vehicle leaving the scene of a shooting in our downtown area.

**Financial Impact:**

Project Name: Flock Safety Cameras for the Flagstaff Police Department

Cost: \$124,100.00

Account Number Budgeted: 001-04-061-0222-2-4343

FY Budgeted Amount: \$130,000.00

Grant Funded: No

Funding Source: FPD Budget FY2025

**Policy Impact:**

Aligns with Police Department mission of protecting and preserving life.

**Previous Council Decision or Community Discussion:**

There has not been a previous council decision on this product as it is new technology to the City. The City Manager and Budget Team approved this project in the FY2025 Police Department budget.

**Options and Alternatives to Recommended Action:**

1. Approve the Cooperative Purchase Contract with Flock Group, Inc. dba Flock Safety in the amount of \$124,100 plus fees and taxes; or
2. Direct staff to conduct a procurement. Staff does not recommend this option as the purchase through the Cooperative Purchase Contract is valid.

**Background and History:**

The Flagstaff Police Department patrol division has struggled with staffing for several decades, and this technology allows our department to obtain leads on cases which were previously thought to be unsolvable because they weren't detected by law enforcement members. The Flock Safety camera system will serve as a force multiplier for our department, and we anticipate developing leads on cases that were previously very difficult to solve. In 2023 and 2024 alone, we have identified numerous hit-and-run, shooting cases, homicide cases, and sexual assault cases where the Flock Safety cameras would have given our investigators leads to help solve these crimes.

City of Flagstaff Procurement department completed a review of an agency contract through the City of Tempe. Tempe conducted a competitive open procurement through Request For Proposals (RFP) # 21-119 that resulted in contract # T21-119-01 with the Contractor.

**Connection to PBB Priorities and Objectives:**

Safe and Healthy Community, Provide public safety services with resources, staff, and training responsive to the community's needs.

**Connection to Regional Plan:**

There is no impact to the Regional Plan.

**Connection to Carbon Neutrality Plan:**

There is no impact to Carbon Neutrality Plan.

**Connection to 10-Year Housing Plan:**

There is no impact on 10-Year Housing Plan.

**Connection to Division Specific Plan:**

The main tenants of the mission statement of the Flagstaff Police Department is to protect and preserve life, property and public order by providing exemplary service. This technology will better allow our officers to achieve this mission by not only having the appropriate technology to solve crimes involving vehicles but reduce the occurrence of crime and the fear of crime in our community. We strive to make Flagstaff the safest city in Arizona to live in and embracing this technology is one piece toward that vision.

---

**Attachments:**    [2024-163 - Flock Group dba Flock Safety](#)  
                          [Exhibit A - Flagstaff Quote](#)  
                          [Exhibit B](#)  
                          [Exhibit B2 - Offer and Acceptance](#)  
                          [Exhibit B3 - T21-119-01 Contract Renewal 23-24](#)  
                          [Exhibit B4 - CM to Allow for Flex Cameras](#)  
                          [Exhibit B5 - CM \\_ Price Clarification Executed](#)

## COOPERATIVE PURCHASE CONTRACT

Contract No. 2024-163

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 Flock Group, Inc. dba Flock Safety, a Delaware Corporation ("Contractor").

### RECITALS:

- A. Contractor is a fully authorized vendor of FlockOS Hardware and Software.
- B. The City of Tempe, conducted a competitive and open procurement process through Request for Proposal Solicitation No. 21-119 that resulted in Contract No.T21-119-01 with Contractor ("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 the City the materials and or services, as specified in the Scope of Work attached as Exhibit A, and in accordance with the Agency Contract. A general description of materials and/or services being purchased is:

#### **FLOCKOS HARDWARE AND SOFTWARE**

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Scope of Work attached as Exhibit A and incorporated by reference.
3. Payment: Payment to Contractor for the materials and or services provided for **ONE HUNDRED TWENTY-FOUR THOUSAND ONE HUNDRED DOLLARS AND ZERO CENTS (\$124,100.00)**, in addition to other fees and taxes; made in accordance with the price list and terms set forth in the Agency Contract. Any price adjustment must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee (the Purchasing Director) may approve an amendment if the amendment price increase is less than \$50,000; otherwise, City Council approval is required.
4. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents attached as Exhibit B, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract, including, specifically changes in price for materials and/or services.
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.
8. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Collin Seay  
City of Flagstaff  
211 W. Aspen Ave.  
Flagstaff, AZ 86001  
[cseay@flagstaffaz.gov](mailto:cseay@flagstaffaz.gov)  
Phone: 928-679-4083

To Contractor:

Hamza Al Baroudi  
Flock Group, Inc dba Flock Safety  
1170 Howell Mill Rd, Suite 210  
Atlanta, GA 30318  
[hamza.albaroudi@flocksafety.com](mailto:hamza.albaroudi@flocksafety.com)  
480-489-2024

With a copy to:

Emily Markel  
City of Flagstaff  
211 W. Aspen Ave.  
Flagstaff, AZ 86001  
[EMarkel@flagstaffaz.gov](mailto:EMarkel@flagstaffaz.gov)  
Phone: 928-213-2276

9. Authority: Each Party warrants that it has authority to enter into the Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into the Contract.

FLOCK GROUP, INC dba FLOCK SAFETY:

By: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF FLAGSTAFF

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office

Notice to Proceed issued: \_\_\_\_\_, 20\_\_

Last Updated October 30, 2023



**EXHIBIT A**  
**SCOPE OF WORK**  
(attached)

1. FLOCKOS HARDWARE AND SOFTWARE SOW 11 pages

**EXHIBIT B**  
**AGENCY CONTRACT**  
(attached)

1. City of Tempe Contract #T21-119-01 54 Pages
2. Offer and Acceptance 21 Pages
3. Contract Renewal 4 Pages
4. Amendment for Flex Cameras 1 Page
5. Price Clarification 1 Page

## COOPERATIVE PURCHASE CONTRACT

Contract No. 2024-163

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 Flock Group, Inc. dba Flock Safety, a Delaware Corporation ("Contractor").

### RECITALS:

- A. Contractor is a fully authorized vendor of FlockOS Hardware and Software.
- B. The City of Tempe, conducted a competitive and open procurement process through Request for Proposal Solicitation No. 21-119 that resulted in Contract No.T21-119-01 with Contractor ("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 the City the materials and or services, as specified in the Scope of Work attached as Exhibit A, and in accordance with the Agency Contract. A general description of materials and/or services being purchased is:

#### **FLOCKOS HARDWARE AND SOFTWARE**

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Scope of Work attached as Exhibit A and incorporated by reference.
3. Payment: Payment to Contractor for the materials and or services provided for **ONE HUNDRED TWENTY-FOUR THOUSAND ONE HUNDRED DOLLARS AND ZERO CENTS (\$124,100.00), in addition to other fees and taxes;** made in accordance with the price list and terms set forth in the Agency Contract. Any price adjustment must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee (the Purchasing Director) may approve an amendment if the amendment price increase is less than \$100,000; otherwise, City Council approval is required.
4. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents attached as Exhibit B, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract, including, specifically changes in price for materials and/or services.
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.
8. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Collin Seay  
City of Flagstaff  
211 W. Aspen Ave.  
Flagstaff, AZ 86001  
[cseay@flagstaffaz.gov](mailto:cseay@flagstaffaz.gov)  
Phone: 928-679-4083

To Contractor:

Hamza Al Baroudi  
Flock Group, Inc dba Flock Safety  
1170 Howell Mill Rd, Suite 210  
Atlanta, GA 30318  
[hamza.albaroudi@flocksafety.com](mailto:hamza.albaroudi@flocksafety.com)  
480-489-2024

With a copy to:

Emily Markel  
City of Flagstaff  
211 W. Aspen Ave.  
Flagstaff, AZ 86001  
[EMarkel@flagstaffaz.gov](mailto:EMarkel@flagstaffaz.gov)  
Phone:928-213-2276

**(REMAINDER OF PAGE INTENTIONALLY BLANK)**

9. Authority: Each Party warrants that it has authority to enter into the Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into the Contract.

FLOCK GROUP, INC dba FLOCK SAFETY:

By: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF FLAGSTAFF

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office

Notice to Proceed issued: \_\_\_\_\_, 20\_\_

Last Updated October 30, 2023

**EXHIBIT A**  
**SCOPE OF WORK**  
(attached)

1. FLOCKOS HARDWARE AND SOFTWARE Order Form (6) pages

**EXHIBIT B**  
**AGENCY CONTRACT**  
(attached)

1. City of Tempe Contract #T21-119-01 54 Pages
2. Offer and Acceptance 21 Pages
3. Contract Renewal 4 Pages
4. Amendment for Flex Cameras 1 Page
5. Price Clarification 1 Page



## **REQUEST FOR PROPOSAL**

### **RFP# 21-119 Fixed Camera ALPR Solution for Police**

**RFP ISSUE DATE:**  
March 3, 2021

**DEADLINE FOR INQUIRIES/QUESTIONS:**  
March 12, 2021 AT 5:00 P.M. LOCAL ARIZONA TIME

**RFP DUE DATE AND TIME:**  
March 24, 2021 at 3:00 P.M. LOCAL ARIZONA TIME

**ALL INQUIRIES MUST BE DIRECTED TO:**  
Michael Greene, CPPO, C.P.M.  
[Michael\\_Greene@tempe.gov](mailto:Michael_Greene@tempe.gov)  
480-350-8516

**SUBMITTAL LOCATION:** Due to the COVID Virus, Tempe will only accept an e-copy of the completed and signed proposal via e-mail to the following address:  
[Bids@tempe.gov](mailto:Bids@tempe.gov)

No hard copy proposals will be accepted at this time.



# Table of Contents

- General Instructions ..... 3
- Standard Terms and Conditions ..... 8
- Special Terms & Conditions and Instructions..... 17
- Scope of Work..... 23
- Proposal Questionnaire ..... 27
- Evaluation Criteria ..... 38
- Pricing Section ..... 39
- Vendor’s Offer ..... 41
- Anti-Discrimination Policy ..... 42
- Supplier Sustainability Questionnaire ..... 44
- Checklist for Submittal..... 46

# General Instructions

Failure to follow these instructions may result in rejection of proposal for non-responsiveness or cancellation of any Contract awarded.

## 1. **Preparation of Proposal:**

- A. Proposals shall be submitted to the City of Tempe (“City”) in the sequence specified herein, on the forms attached hereto, including Vendor’s Offer.
- B. All proposals shall be submitted on the forms provided in this Request for Proposal, signed by an authorized signer and returned with the proposal response to the City.
- C. Completed and signed proposal forms for offer, acceptance and any solicitation addendums shall be signed by an authorized individual. Such proposal constitutes an irrevocable Offer to sell the good and/or service specified herein. Offeror shall submit all additional data, documentation, or information as requested by the City, signifying its intent to be bound by the terms of the Request for Proposal.
- D. Negligence in preparation of a proposal confers no right of withdrawal. Offeror is solely responsible for seeking clarification of any requirement and presenting accurate information in the proposal response. The City shall not reimburse any costs for a proposal, or its submission, presentation or withdrawal, for any reason. Failure to read, examine and understand the Solicitation and any of its addenda will not excuse any failure to comply with the requirements of the Solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation.
- E. Offeror shall identify each subcontractor to be utilized in the services and/or work set forth herein, if applicable.

## 2. **Definitions:** For purposes of this Request for Proposal and resultant Contract, the following definitions apply:

- A. “City” means the municipal corporation of the City of Tempe, Arizona.
- B. “Code Governance” means unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
- C. “Contract” means the agreement for the procurement of goods, equipment, materials, software, maintenance, contracted services, professional services, or concessions.
- D. “Contractor” means an Offeror responding to a Request for Proposal who has been awarded a Contract with the City.
- E. “Offer” means a written offer to furnish goods, equipment, materials, software, maintenance, contracted services, professional services, or concessions to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.
- F. “Offeror” means a business, entity or person who submits an Offer in response to a competitive solicitation.
- G. “Public Record” means proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.
- H. “Purchase Order” means a document issued by the Procurement Office directing the Contractor to deliver the goods, equipment, materials, software, maintenance, contracted services, professional services or concessions. to the City.
- I. “Request for Proposal” means a competitive solicitation issued by the City for the procurement of goods, equipment, materials, software, maintenance, contracted services, professional services or concessions.

# General Instructions

3. **Late, Unsigned and/or Incomplete Proposal:** A late, unsigned and/or materially incomplete proposal will be considered nonresponsive and rejected.
4. **Inquiries:** Questions regarding this Request for Proposal shall be directed to the Procurement Officer identified on the cover page of this document, unless another City contact is specifically named. Inquiries shall be submitted in writing (preferably via e-mail), identifying the appropriate Request for Proposal's number, page and paragraph at issue. **PLEASE NOTE: Offeror must not place the Request for Proposal's number on the outside of an envelope containing questions.** Oral responses provided by the City shall have no binding effect or legal effect. Inquiries should be submitted within the designated timeframe noted on the front page of the solicitation. Those questions received after the designated date may be considered at the sole discretion of the Procurement Officer. The City reserves the right to contact Offerors to obtain additional information for use in evaluating proposal and solicitation requirements.
5. **Proposal Conference:** If a proposal conference is scheduled, Offerors are strongly encouraged to attend to seek clarification on any aspects of the documents that are not clear or questions that might pertain the specifications or scope of work published. There are times when attendance at a proposal conference is mandatory and those conferences shall be specially noted when applicable.
6. **Withdrawal of Proposal:** At any time before the specified proposal due date and time, an Offeror may withdraw its proposal by way of written correspondence from the Offeror or its authorized representative.
7. **Proposal Addenda:** Receipt and acceptance of a Request for Proposal addendum shall be acknowledged by signing and returning the document either with the vendor's proposal response or by separate envelope prior to proposal due date/time. Failure to sign and return an addendum prior to the proposal due date/time may result in the proposal being considered nonresponsive to that portion of the Request for Proposal and may result in rejection. For all addenda published, the City will send electronic notification to those companies who have downloaded the solicitation from the City's web site. If a company receives the solicitation via a third-party plan holder organization, it will be the responsibility of the company to download the solicitation from the City's web site to ensure that their company is included on any forthcoming addenda notification.
8. **Compliance with City Solicitation Requirements:** Unless stated otherwise in this Request for Proposal, the City reserves the right to award by individual line item, by group of items, or as a total at the City's discretion. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all proposals, or portions thereof, or reissue this Request for Proposal.
9. **Compliance of Proposal Offeror/Contractor Forms:** Any documents or forms (including separate Contract, maintenance agreement or training agreement) intended by the Offeror to be utilized in any resulting Contract, must be submitted with proposal. Any documents inconsistent with or taking exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the proposal to be considered as nonresponsive and rejected. No documents will be considered unless submitted with vendor's proposal Offer and approved by the Procurement Office.
10. **Responsiveness to Specifications:** Performance or feature requirements which are designated as mandatory or minimums are needed in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if the Offeror's proposed product(s) and/or service(s) is/are capable of performing the function(s) specified in the Request for Proposal.

It is recognized that more than one method may be used to accomplish the sought-after task functionality. If Offeror has an alternate method of performing functional tasks, then Offeror shall list such method as an "alternate" and described in full detail within the proposal. The City shall be the sole judge as to whether any alternate methodology will be accepted.

"Must", "shall", "will", "minimum", "required" and/or "mandatory" performance/feature statements must be met or exceeded by the Offeror. Should no Offeror be found responsive to all designated Request for Proposal requirements, the City at its option, may either award the Contract to the most responsive Offeror or cancel the Request for Proposal and issue another Request for Proposal for the need under revised specifications.

# General Instructions

11. **Questionnaire:** Offeror must complete the Questionnaire portion of this Request for Proposal and provide any documentation required to support the answers. Questionnaire items, which are designated as mandatory, are needed to satisfy a required task or performance criteria. Items, which may be listed as desirable, are not required to be responsive to the Request for Proposal and will be relatively evaluated against other proposals in making a final award decision.

If supporting documentation is required, Offeror shall provide the documentation in the sequence set forth in the Request for Proposal and ensure all technical literature and/or narrative explanations fully address the specifics of the question. Vague or disorganized responses that do not allow sufficient information for evaluation purposes may result in rejection of a proposal.

12. **Clarifications and Negotiations with Offerors and Revisions to Proposal:** Clarifications may be made with any submitting firm at any time during the evaluation phase of this procurement. Clarifications are not negotiations and may be utilized by the City to ensure thorough and complete understanding of, and responsiveness to, the solicitation requirements. Negotiations may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award. The purpose of negotiations is to allow the City and the Offeror(s) to revise initial Offers through an exchange or series of exchanges. Should the City elect to call for best and final offers, Offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiations and revision of proposals, and such revisions may be permitted after submissions and prior to award. In conducting clarifications and negotiations there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such negotiations shall include but not be limited to:

- A. Determine in greater detail such Offeror's qualifications;
- B. Explore with the Offeror the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
- C. Determine that the Offeror will make available the necessary personnel and facilities to perform within the required time; and
- D. Agree upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.

13. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this Request for Proposals. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in its evaluation. Prices shall not be read. After Contract award, the proposals and the evaluation documentation shall be open for public inspection, except where the City has determined that specific portions of the proposal are confidential.

14. **Technical Proposal Opening:** Technical proposals (as received in step one of a two-step bidding process) shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in the evaluation. Evaluation documentation to substantiate technical proposal selection(s) shall be open for public inspection.

15. **Proposal Evaluation and Award:** The City shall determine whether a proposal meets the specifications and requirements of this Request for Proposal, at its sole discretion, and reject any proposals not meeting the intent or requirements set forth herein. Award(s) shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the Request for Proposal. The City shall be the sole judge as to the acceptability of the products and/or services offered. The City reserves the right to reject any and all proposals.

## General Instructions

16. **Award of Contract:** A proposal shall constitute a binding Offer to Contract with the City based on the terms, conditions and specifications contained in this Request for Proposal. An Offeror shall become a Contractor only upon execution of a formal Contract from the Procurement Office. Unless this Request for Proposal includes separate Contract document(s) or requires the Offeror to submit a Contract for review, a Contract shall be formed when the Procurement Office provides a written notice of award or a purchase order to the successful Offeror. All terms and conditions of the Contract are contained herein, unless modified by an amendment approved by the City. Proposals that take exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the vendor's Offer to be considered non-responsive and rejected. Exceptions will be evaluated on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation. The City shall be the sole judge as to whether an exception complies with the general purpose and intent of any term, condition and/or specification set forth herein.
17. **Proposal Results:** Offerors may attend the scheduled proposal opening at which the name of each Offeror will be publicly read. All other information contained in the proposals shall be kept confidential until the Contract is awarded. After award of Contract, an appointment may be made with the Procurement Officer to review proposal documents. Formal Contract award results shall be placed on the Procurement Office web page ([www.tempe.gov/procurement](http://www.tempe.gov/procurement)) and posted at the front counter of the Procurement Office at the time the Contract award is approved by the City Council. Award recommendations may also be viewed via the City Clerk's web site normally up to five (5) days prior to the scheduled City Council meeting by visiting ([http://documents.tempe.gov/sirepub/?sort=meet\\_date](http://documents.tempe.gov/sirepub/?sort=meet_date)).
18. **Protests:** Any actual or prospective Offeror who is aggrieved in conjunction with this Request for Proposal or award may protest the award to the Procurement Office. A protest based upon alleged improprieties in this Request for Proposal that are apparent before the proposal opening shall be filed prior to the proposal due date/time. A protest concerning an award recommendation must be filed within ten (10) business days after the date of award. Up to five (5) days before award of a contract, the Procurement Office will post award recommendations on the City Clerks website at ([http://documents.tempe.gov/sirepub/?sort=meet\\_date](http://documents.tempe.gov/sirepub/?sort=meet_date)) and at the Procurement Office front counter and web site for public review ([www.tempe.gov/procurement](http://www.tempe.gov/procurement)). A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or Contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of all relevant documents and the form of relief requested. A protest is to be on the protester's company letterhead and signed by the protestor or its authorized representative.
19. **Delivery:** All materials, equipment and/or products shall be delivered F.O.B. Destination to the City of Tempe Per the location identified in the solicitation.
20. **Tax:** Unless specified herein, sales, use or federal excise tax shall not be included in proposal pricing. The City is exempt from payment of federal excise tax. For proposal evaluation, transaction (sales) privilege tax paid to the City of Tempe (1.8%) is considered a pass-through cost, calculated as zero (\$0) expense when comparing pricing among competing companies that are not located in Tempe. For information on privilege (sales) tax, please contact the City's Tax and License Office at (480) 350-2955 or visit their web site at [salestax@tempe.gov](mailto:salestax@tempe.gov)
21. **Payment:** For a single requirement purchase, the City will endeavor to remit payment within thirty (30) calendar days from receipt and approval of acceptable products, materials and/or services and approval of correct invoice. For ongoing term Contract purchases, the City will endeavor to remit payment within thirty (30) calendar days from approval of invoice.
22. **Discounts:** Payment discounts periods shall be computed from the date of receipt of acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed. Discounts shall be taken on the full amount of the invoice, unless otherwise indicated. The City shall be entitled to receive any discounts offered by Offeror, if payment is made within the discount period.
23. **Payment by City Procurement Card:** The Procurement Office may elect to remit payment through the use of a City procurement card. Each Offeror may indicate on the Vendor's Offer Page in this Request for Proposal its ability to accept City procurement card payments. The inability to accept payment by City procurement card will not disqualify a proposal.

## General Instructions

24. **Code Governance:** Unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
25. **Public Record:** Proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of Public Record available for review following the Contract award. Material portions of the recommended Offer(s) as determined by the City may be posted to the City's web site up to five (5) days prior to the City Council meeting.
26. **Late Responses:** The Offeror assumes responsibility for having the Proposal submitted on time via e-mail to the address shown on the front page of this RFP. Any Offers received after the Solicitation Due Date and Time shall not be considered and will be returned to the Offeror. The Offeror assumes the risk of any delay in the electronic processing of the supplier's e-mail through both parties (Supplier and City) networks. Offerors must allow adequate time to ensure that the e-mail is timely received by the City at the designated e-mail address. All times referenced are Tempe, Arizona local times. Respondents agree to accept the time and date that is recorded on the received e-mail as the official time. Any e-mail submissions that are timed at 3:01 or later on the schedule due date will be considered late and not considered.
27. **Copying Responses:** The Offeror hereby grants the City permission to copy all parts of its Offer including, without limitation, any documents and/or materials copyrighted by the Offeror. The City's right to copy shall be for internal use in the evaluating the Offers.
28. **Confidential Information and Public Record:** After award of a Contract, proposals shall be available for public inspection, except to the extent that the withholding of information is required or permitted by law. Pursuant to A.R.S. § 35-214, and 41-1330 *et seq.*, all records relating to the Request for Proposal and Contract shall be subject to inspection at all reasonable times by the City for five (5) years after completion of the Contract. Such records shall be produced by Bidder or Contractor at the time and place designated by the City.
  - A. If a person believes that an offer or specification contains information that should be withheld as confidential, a statement advising the procurement officer of this fact shall accompany the submission and the information shall be so identified wherever it appears. A general statement of confidentiality that is not appropriately referenced to a specific section of the RFP will not be sufficient to warrant protection by the City. The confidential portion of the submission must be clearly noted with accompanying justification for treating the section confidential. Failure of the vendor to appropriately designate confidential information in this manner will relieve the City of any obligation to protect this information as confidential.
  - B. The information identified by the person as confidential shall not be disclosed until the Procurement Office makes a written determination pursuant to A.R.S. § 121, *et seq.*
  - C. If the City determines to disclose the information, the Offeror shall be informed in writing of such determination. Notwithstanding the foregoing, following an award of Contract, all proposal response information shall be available for public inspection.

# Standard Terms and Conditions

Please note that these Standard Terms & Conditions shall be fully complied with by Offeror. Failure to comply with these requirements may result in rejection of a proposal for non-responsiveness, or cancellation or termination of any awarded Contract.

1. **Applicable Law:** This Contract shall be governed by, and the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code as adopted in the State of Arizona, except as otherwise provided in this Request for Proposal and resultant Contract, and all statutes, or ordinances pertaining specifically to the City. This Contract shall be governed by State of Arizona law and suits pertaining to this Contract may only be brought in courts located in Maricopa County, Arizona.
2. **Arizona Climate Action Compliance:** Offeror shall comply with all applicable standards, laws, rules, orders and regulations issued pursuant to A.R.S. §49-101, *et seq.*, including but not limited to, Arizona Executive Orders Nos. 2006-13, 2005-02, and 2010-14 with regard to reducing GHG emissions, increasing energy efficiency, conserving natural resources and developing renewable energy sources.
3. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of the Contract is contingent upon the availability of City, state and federal funds that are allocated or appropriated for payment obligations of the Contract. If funds are not allocated by the City or available for the continued use or purchase of services, work and/or materials set forth herein, the City may terminate the Contract. The City will use reasonable efforts to notify Contractor of such non-allocation affecting the obligations of the Contractor and/or City. The City shall not be penalized or adversely affected for exercise of its termination rights. Further, the City shall in no way be obligated or liable for additional payments or other damages as a result of such termination. No legal liability on the part of the City for any payment may arise for performance under this Contract.
4. **Certification:** By signing the "Vendor's Offer", the Offeror certifies:
  - A. The submission of the vendor's proposal Offer response did not involve collusion or other anti-competitive practices.
  - B. Offeror agrees that it will comply with section 2-603(5) of the Tempe City Code ("TCC"), and will not refuse to hire or employ or bar or discharge from employment any person or discriminate against such person in compensation, conditions, or privileges of employment because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status. Offeror further agrees to provide a copy of its antidiscrimination policy to the Procurement Officer to demonstrate compliance with TCC section 2-603(5) or attest in writing to its compliance in accordance with the attached Affidavit of Compliance.
  - C. Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer. Failure to sign the "Vendor's Offer" or signing it with a false statement shall void the submitted proposal and any resulting Contract. In addition, the Offeror may be barred from future proposal and bidding participation with the City and may be subject to such further actions as permitted by law.
  - D. The Offeror agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Request for Proposal and resultant Contract award. Violation of this condition shall be grounds for Contract termination by the City.
  - E. The Offeror expressly warrants that it has and will continue to comply in all respects with Arizona law concerning employment practices and working conditions, pursuant to A.R.S. § 23-211, *et seq.*, and all laws, regulations, requirements and duties relating thereto. Offeror further warrants that to the extent permitted by law, it will fully indemnify the City for any and all losses arising from or relating to any violation thereof.

## Standard Terms and Conditions

- F. Contractor agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Legal Arizona Workers Act (LAWA), and all amendments thereto, along with all attendant laws, rules and regulations. Contractor acknowledges that a breach of this warranty is a material breach of this Contract and Contractor is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Contractor. Contractor hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.
- G. If Contractor engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842. Unless and until the U.S. District Court, District of Arizona's injunction is lifted, A.R.S. § 35-393.01 is unenforceable.
5. **Commencement of Work:** Contractor is cautioned not to commence any work or provide any materials or services under the Contract until and unless Contractor receives a purchase order, Notice to Proceed, or is otherwise directed in writing to do so, by the City.
6. **Confidentiality of Records:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
7. **Termination for Conflict of Interest:** This Contract is subject to the cancellation provisions of A.R.S. § 38-511. The City may cancel this Contract within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Contract for the City becomes an employee or agent of the Contractor.
8. **Contract Formation:** This Contract shall consist of this Request for Proposal and the vendor's proposal Offer submitted, as may be found responsive and approved by the City. In the event of a conflict in language between the documents, the provisions of the City's Request for Proposal shall govern. The City's Request for Proposal shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Offeror and the City are not applicable to this Contract or other resultant contracts. Any contracted vendor documents that conflict with the language and requirements of the City's solicitation are not acceptable and void the Contract.
9. **Contract Modifications:** This Request for Proposal and resultant Contract may only be modified by a written Contract modification issued by the Procurement Office and counter-signed by the Contractor. Contractors are not authorized to modify any portion of this solicitation or resulting Contract without the written approval of the Procurement Office and issuance of an official modification notice.
10. **Contract Administration:** Contractor must notify the designated Procurement Officer from the Procurement Office for guidance or direction on matters of Contract interpretation or problems regarding the terms, conditions or scope of this Contract. The Contract shall contain the entire agreement between the City and the Contractor and the Contract shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.



# Standard Terms and Conditions

11. **Cooperative Use of Contract:** Any Contract resulting from this solicitation shall be for the use of the City of Tempe. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tempe's Department of Procurement are eligible to participate in any subsequent Contract. Additionally, this Contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.mesaaz.gov/business/purchasing/save> for a listing of participating agencies. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity.
- Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others. Contractor shall be responsible for correctly administering this Contract in accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.
12. **Dispute Resolution:** This Contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the Contractor agree to negotiate with each other in good faith to resolve any disputes arising out of the Contract. In the event of any legal action or proceeding arising out of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred with said fees and costs to be included in any judgment rendered.
13. **Energy Efficient Products:** The City may consider energy conservation factors including costs in the evaluation of equipment and product purchases for the purpose of obtaining energy efficient products. In addition, vendor proposal Offers may specify items that have been given an energy efficient classification by the federal government for consideration by the City.
14. **Billing:** All invoices submitted by Contractor for the City's review and approval shall be in itemized form to identify the specific item(s) being billed. Items must be identified by the name, model number, and/or serial number most applicable along with the correct unit cost. Any purchase/delivery order issued by the City shall refer to the Contract number resulting from this Request for Proposal. Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this Request for Proposal will be accepted for review and approval by the City.
15. **Estimated Quantities:** This Request for Proposal references quantities as a general indication of the City's needs. The City anticipates considerable activity resulting from Contracts that will be awarded as a result of this Request for Proposal; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired, in its sole discretion. No commitment of any kind is made concerning quantities and Offeror hereby acknowledges and accepts same.
16. **Events of Default and Termination:**
- A. In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from the receipt of the written notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide written notice of the default does not waive any rights under the Agreement. The occurrence of any one or more of the following events shall constitute a material breach of and default under the Contract.
- i) Any failure by Contractor to pay funds or furnish materials, services and/or goods that fail to conform to any requirement of this Contract or provide personnel that do not meet Contract requirements;

## Standard Terms and Conditions

- ii) Any party's failure to observe, perform or undertake any provision, covenant or condition of this Contract to be observed or performed by Contractor or City herein, including but not limited to failing to submit any report required herein;
  - iii) Any failure to make progress in the performance required pursuant to the Contract and/or gives either party reason to believe that the other party cannot or will not perform to the requirements of the Contract; or,
  - iv) Any failure of Contractor to commence construction, work or services within the time specified herein, and to diligently undertake Contractor's work to completion.
- B. In the event the default has not been corrected to the non-defaulting party's satisfaction within the cure time specified, the non-defaulting party, at its option and in addition to any other remedies available by law or in equity, without further notice or demand of any kind to Contractor, may do the following:
- i) Terminate the Contract;
  - ii) Pursue and/or reserve any and all rights for claims to damages for breach or default of the Contract; and/or,
  - iii) Recover any and all monies due from Contractor, including but not limited to, the detriment proximately caused by Contractor's failure to perform its obligations under the Contract, or which in the ordinary course would likely result therefrom, including, any and all costs and expenses incurred by the City in: (a) maintaining, repairing, altering and/or preserving the premises (if any) of the project; (b) costs incurred in selecting and retaining a substitute Contractor for the purchase of services, materials and/or work; and/or (c) attorneys' fees and costs in pursuing any remedies under the Contract and/or arising therefrom.
- C. The exercise of any one of the City's remedies as set forth herein shall not preclude subsequent or concurrent exercise of further or additional remedies. In addition, the City shall be entitled to terminate this Contract at any time, in its discretion. The City may terminate this Contract for default, non-performance, breach or convenience, or pursuant to A.R.S. § 38-511, or abandon any portion of the project for which services have not been fully and/or properly performed by the Contractor.
- D. Termination shall be commenced by delivery of written notice to Contractor by the City personally or by certified mail, return receipt requested. Upon notice of termination, Contractor shall immediately stop all work, services and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease work pursuant to the Contract. Contractor shall not be paid for work or services performed or costs incurred after receipt of notice of termination, nor for any costs incurred that Contractor could reasonably have avoided.
- E. The City, in its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.
- F. Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made, and no written assurance is given within the time period required, the City may treat this failure as an anticipatory repudiation of the Agreement.
17. **Termination for Convenience:** The City at its sole discretion may terminate this Contract for convenience with thirty (30) days advance notice to Contractor. Contractor shall be reimbursed for all appropriate costs as provided for within the Contract up to the termination date specified.

# Standard Terms and Conditions

18. **Force Majeure:**
- A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the Contract only in the event that and to the extent that such party's performance of the Contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
  - B. Force majeure shall not include the following occurrences:
    - i) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
    - ii) Late performance by a subcontractor.
  - C. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via certified mail and shall make a specific reference to this clause, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing by hand delivery or certified mail when it has done so. The time of completion shall be extended by Contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the Contract.
19. **Gratuities:** The City may elect to terminate any resultant Contract, if it is found that gratuities in any form were offered or given by the Contractor or agent thereof, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order.
20. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this Contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting from, or caused by any acts, errors, mistakes, omissions, work, services, or professional services in the performance of this Contract by Contractor or any employee of the Contractor or any other person (not the City) for whose acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. This provision shall survive the term of this Contract.
21. **Interpretation of Parole Evidence:** This Contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the Contract, unless the signing of a subsequent Contract is specifically called for in this Request for Proposal. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of the Contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

# Standard Terms and Conditions

22. **Key Personnel:** Contractor shall provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract during the Contract term and any renewal periods. The Contractor must agree to assign specific individuals to the key positions.
- A. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without prior written notice to the City.
  - B. If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall replace each person with personnel of substantially equal ability and qualifications upon prior City approval.
23. **Licenses and Permits:** Contractor shall maintain in current status and at its sole expense, all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor and the provision of the services to be provided under the Contract.
24. **No Assignment:** No right or interest in this Contract shall be assigned by Contractor and no delegation of any duty of Contractor shall be made without prior written permission of the City, which consent may be granted or withheld in City's unfettered discretion.
25. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:
- City of Tempe Procurement Office  
Attn: Procurement Officer  
20 E. 6<sup>th</sup> Street (Second Floor)  
PO Box 5002  
Tempe, Arizona 85280
- [Contractor's Name]  
[Attn of Offeror Named in Contract]  
[Address]
- Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.
26. **No Waiver:** No breach of default hereunder shall be deemed to have been waived by the City, except by written instrument to that effect signed by an authorized agent of the City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default or as a waiver of that breach or default after demand by the City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of the City. Acceptance by the City for any materials shall not bind the City to accept remaining materials, future shipments or deprive the City of the right to return materials already accepted. Acceptance by the City of delinquent or late delivery shall not constitute a waiver of a later claim for damages and/or bind the City for future or subsequent deliveries.
27. **Overcharges by Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and/or services used to fulfill the Contract.
28. **Performance Standards:** Equipment shall operate in accordance with the performance criteria specified in the Request for Proposal, including the manufacturer's published specifications applicable to the equipment involved. Equipment is expected to be available for productive use, as provided in the procurement documents. Penalties and/or bonuses applicable to equipment and system performance, if any, shall be calculated as specified in the Request for Proposal.

## Standard Terms and Conditions

29. **Preparation of Specifications by Persons Other Than City Personnel:** No person preparing specifications for this Request for Proposal shall receive any direct or indirect benefit from the use of these specifications.
30. **Procurement of Recycled Materials:** If the price of recycled material that conforms to specifications is within five percent (5%) of the lower priced material that is not recycled and the recycled Offeror is otherwise the lowest responsive and responsible Offeror, the proposal containing recycled material shall be considered more advantageous; provided the item(s) to be obtained contains at least the minimum amount of recycled content material as defined in the City's solicitation and sufficient funds have been budgeted for the purchase.
31. **Provisions by Law:** Each and every provision of law and any clause required by law to be in this Contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract will forthwith be physically amended to make such insertion or correction.
32. **Public Record:** After award of Contract, proposal responses shall be considered Public Record and open for public inspection except to the extent the withholding of information is permitted or required by law. If an Offeror believes a specific section of its proposal response is confidential, the Offeror shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The Offeror shall include a written statement as to the basis for considering the marked pages confidential and the Procurement Office will review the material and make a determination, pursuant to A.R.S. §§ 39-121, *et seq.*, and 41-151, *et seq.* A general statement of confidentiality (boiler plate statement) that is not appropriately referenced to a specific section of the RFP will not be sufficient to warrant protection by the City. The confidential portion of the submission must be clearly noted with accompanying justification for treating the section confidential. Failure of the vendor to appropriately designate confidential information in this manner will relieve the City of any obligation to protect this information as confidential.
33. **Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes §§ 35-214 and 36-215, Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the City Attorney or Procurement Office.
34. **Relationship of Parties:** It is clearly understood that each party to this Contract will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other party. The Contractor is an independent Contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to the Offeror. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.
35. **Rights and Remedies:** No provisions of this Request for Proposal or in the proposal shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract. The failure of the City to insist upon strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, shall not release the Contractor from any responsibilities or obligations imposed by the Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
36. **Safety Standards:** All items supplied on this Contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.
37. **Serial Numbers:** Proposals shall include equipment on which the original manufacturer's serial number has not been altered in any way. The City reserves the right to reject any and all equipment.

# Standard Terms and Conditions

38. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.
39. **Specially Designated Nationals and Blocked Persons List:** Contractor represents and warrants to the City that neither Contractor nor any affiliate or representative of Contractor:
- A. Is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order no. 13224, 66 Fed. Reg. 49079 (“Order”);
  - B. Is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s);
  - C. Is engaged in activities prohibited in the Order; or,
  - D. Has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.
40. **Time of the Essence:** Time is and shall be of the essence in this Contract. If the delivery date(s) specified herein cannot be met, Contractor shall notify the City using an acknowledgment of receipt of order and intent to perform without delay, for instruction. The City reserves the right to terminate this Contract and to hold Contractor liable for any cost of cover, excess cost(s) or damage(s) incurred as a result of delay.
41. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. All Offerors, Contractors and subcontractors shall honor this requirement at all times and failure to honor this requirement shall result in Contract termination and additional penalties. This requirement also applies to any and all persons, including those who maintain a concealed weapons permit. In addition to Contract termination, anyone carrying a firearm or explosive device will be subject to further legal action.
42. **Warranties:** Contractor expressly warrants that all materials and/or goods delivered under the Contract shall conform to the specifications of this Contract and be merchantable and free from defects in material and workmanship, and of the quality, size and dimensions specified herein. This express warranty shall not be waived by way of acceptance or payment by the City, or otherwise. Contractor expressly warrants the following:
- A. All workmanship shall be finest and first-class;
  - B. All materials and goods utilized shall be new and of the highest suitable grade for its purpose; and
  - C. All services will be performed in a good and workmanlike manner. Contractor’s warranties shall survive inspection, acceptance and/or payment by the City, and shall apply to the City, its successors, agents and assigns.

The Contractor agrees to make good by replacement and/or repair, at its sole expense and at no cost to the City, any defects in materials or workmanship which may appear during the period ending on a date twelve (12) months after acceptance by the City, unless otherwise specified herein. Should Contractor fail to perform said replacement and/or repair to City’s satisfaction within a reasonable period of time, City may correct or replace said defective or nonconforming materials and recover the costs thereof from Contractor. This warranty shall not operate to reduce the statute of limitations period for breach of contract actions or otherwise, or reduce or eliminate any legal or equitable remedies.

## Standard Terms and Conditions

43. **Work for Hire and Ownership of Deliverables:** Contractor hereby agrees and covenants that all the results and proceeds of Contractor's work and/or services for the Project specified herein, for Contractor and all of its agents, employees, officers and subcontractors, shall be owned by the City, including the copyright thereto, as work for hire. In the event, for any reason such results and proceeds are not deemed work for hire, Contractor agrees and covenants that it shall be deemed to have assigned to the City all of its right, title and interests in such results, proceeds and content to the City, without limitation. Contractor agrees to indemnify and hold the City harmless from and against all claims, liability, losses, damages and expenses, including without limitation, legal fees and costs, arising from or due to any actual or claimed trademark, patent or copyright infringement and any litigation based thereon, with respect to any work, services and/or materials contemplated in this Contract. Contractor agrees to pay to defend any and all such actions brought against the City. Contractor's obligations hereunder shall survive acceptance by the City of all covenants herein as well as the term of the Contract itself.
44. **Non-exclusive Contract:** Any Contract resulting from this Request for Proposal shall be awarded with the understanding and agreement that it is non-exclusive and entered into for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source.
45. **Ordering Process:** Upon award of a Contract by the Procurement Office, the City may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate Contractor. Each purchase order must cite the correct Contract number. Such purchase order is required for the City to order and the Contractor to deliver the material and/or service.
46. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. The City will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspection. Shipments under reservation are prohibited. No tender of a bill of lading shall operate as a tender of the materials.
47. **Delegated Awards:** In the event this Contract is administratively awarded via delegated authority as provided for in Section 26A-5 of the Procurement Ordinance, the Contractor acknowledges that a final Contract with the City of Tempe requires City Council approval and possibly the signature of the Mayor. Should this Contract be rejected by the City Council, Contractor agrees that it is immediately void and unenforceable against any party. The awarded firm(s) will be compensated only for any and all costs incurred up to the date of notification of such termination.

# Special Terms & Conditions and Instructions

Proposals taking exception to Special Terms & Conditions and Instructions stated within this Request for Proposal may cause the Proposal to be considered nonresponsive and rejected.

1. **City Procurement Document:** This Request for Proposal is issued by the City. No alteration of any portion of this Request for Proposal by an Offeror is permitted and any attempt to do so shall result in vendor's proposal Offer being considered nonresponsive and rejected. No alteration of any portion of a resultant Contract is permitted without the written approval of the Procurement Office and any attempt to do so shall be considered a breach of the Contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, Contract termination and/or suspension of the Contractor.
2. **Offer Acceptance Period:** To allow for an adequate evaluation, the City requires the vendor's proposal Offer in response to this Request for Proposal to be valid and irrevocable for ninety (90) days after the proposal due time and date.
3. **Contract Type:** Term with justifiable price adjustments allowed, indefinite quantity.
4. **Term of Contract:** The term of the Contract shall commence on the date of award and shall continue for a period of one (1) year thereafter, unless terminated, canceled or extended as otherwise provided herein.
5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant Contract for ninety (90) days beyond the stated term. In addition, the City at its option may renew for supplemental terms of up to a maximum of five (5) additional years. The period for any single renewal increment shall be determined by the Procurement Office. Such increment shall not be for more than a period of one (1) year each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer Contract renewal period.
6. **Price Adjustment:**
  - A. The Procurement Office will review fully documented requests for price increases after the Contract has been in effect for twelve (12) months. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the Proposal and can be shown to directly affect the price of the item concerned. The Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced thirty (30) day written notification by Contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the Procurement Office. After the City approves a price increase the Contractor shall not be eligible to receive an additional increase until twelve (12) months from the date of the last approved price increase.
  - B. Price increase requests must be acknowledged in writing by the Procurement Office before becoming effective. If not acknowledged within thirty (30) days, Contractor shall contact the Procurement Office to ensure the price increase request was received.
  - C. The Contractor shall offer any published price reduction or if applicable to the Contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit-sharing price advantage may be offered at any time during the term of an awarded Contract and shall become effective upon notice and acceptance. The City shall likewise be given any special sales discounts offered to the general public, which exceed contracted price discounts extended to the City by the Contractor.
7. **Multiple Awards:** The City has a large number and variety of potential customer departments. In order to ensure that any ensuing Contracts will allow the City to fulfill current and future requirements, the City reserves the right to award Contracts to multiple companies. The actual utilization of any Contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each Offeror.



# Special Terms & Conditions and Instructions

8. **Warranty:** Each proposal must include a complete and exclusive statement of the product warranty. Warranty offers will be relatively considered as appropriate to life cycle costing.
9. **Demonstration Models:** Demonstration units of the equipment offered must be available in the Tempe/Phoenix geographic area. The Procurement Office may arrange a time and place for equipment demonstrations for the purpose of evaluation. Demonstrations shall be performed at no expense to the City.
10. **Current Products:** All Offers made in response to this Request for Proposal shall be in current and ongoing production shall have been formally announced for general marketing purposes shall be a model or type currently functioning in user environments and shall meet or exceed all specifications and requirements set forth in this solicitation. Enhancements to established products need not necessarily comply with this clause and will be reviewed on individual merits.
11. **Product Discontinuance:** The City may award Contracts for particular products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the City at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission by the City to substitute a new product or model and provide all of the following:
  - A. A formal announcement from the manufacturer that the product or model has been discontinued;
  - B. Documentation from the manufacturer that names the replacement product or model;
  - C. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation;
  - D. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model; and
  - E. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.
12. **Maintenance Service:** Contractor covenants and agrees to maintain the equipment set forth in the Request for Proposal, or alternatively, warrants that the equipment manufacturer will maintain the equipment acquired under the Contract in good working order and in accordance with the manufacturer's official published specifications and any other specifications set forth herein. Additional terms and conditions applicable to maintenance of the equipment may be specified in a separate maintenance agreement between the City and the Contractor or equipment manufacturer. In no event shall the provisions of such separate agreement supersede the provisions of the Contract.
13. **Installation and Training:** The Contractor shall install the equipment and provide training to City personnel to ensure proper operation and utilization.
14. **Installation and Acceptance:**
  - A. **Installation Date:** The Contractor shall install equipment ready for use on or before the installation date specified in the applicable schedule.
  - B. **Site Preparation:** The City shall have the site available and prepared in a timely manner in accordance with Contractor published specifications. The Contractor shall be given access to the site for installation and testing purposes.
  - C. **Site Inspection:** Prior to the installation date, Contractor shall inspect the site and shall report to the City, in writing, the dates of such inspections, any rejections and the reasons therefore, and the final acceptance thereof. Such final site acceptance shall include a written representation to the City by the Contractor that the site meets the Contractor's and/or equipment manufacturer's site specifications for the efficient and safe operation of the equipment.

# Special Terms & Conditions and Instructions

- D. Acceptance Testing: When Contractor has completed installation and is satisfied that the equipment is operating successfully and meets minimum design capabilities, the City shall be so notified. The City may accept or reject any portion or all of the equipment.
  - E. Acceptance: At the conclusion of the acceptance testing period, the City's acceptance may be conclusively presumed if a written rejection specifying the reasons therefore is not delivered to Contractor within ten (10) business days following the end of the acceptance testing period.
15. **Contractor's Risk**: Contractor agrees to bear all risk of loss, injury, or destruction of materials (equipment/products) ordered as a result of this Contract which occurs prior to delivery to the City; and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.

16. **Insurance**:

- A. Insurance Required: Prior to commencing services under this Contract, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, subcontractors, or sub-subcontractors. For Offerors with self-insurance, proof of self-insurance with minimum limits expressed below must be submitted on proper forms for evaluation prior to award of Contract.

A Contract Award Notice or Purchase Order will not be issued to the Contractor until receipt of all required insurance documents by the Procurement Office with such documents meeting all requirements herein. In addition, before any Contract renewal, all required insurance must be on file with the Procurement Office. Contractor must submit required insurance within ten (10) calendar days after request by the Procurement Office or the award may be rescinded and another Offeror selected for award.

- B. Minimum Limits of Coverage: Without limiting any obligations or liabilities, the Contractor, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance and with forms satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc., rating of not less than A-VII. Use of alternative insurers requires prior approval from the City.

i. Minimum Limits of Insurance. Contractor shall maintain the following minimum limits:

- a. Commercial General Liability

Commercial general liability insurance limit of not less than \$1,000,000 for each occurrence, with a \$2,000,000 general aggregate limit. The general aggregate limit shall apply separately to the services under this Contract or the general aggregate shall be twice the required per occurrence limit. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual coverage, including but not limited to the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office policy form CG0001 or its equivalent.

In the event the general liability policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance. In addition, the retro date shall be no later than the start date of the contract. The retro date shall be disclosed on the certificate of insurance.

Such policy shall contain a "severability of interests" provision.

- b. Worker's Compensation

The Contractor shall carry worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance

# Special Terms & Conditions and Instructions

of services; and employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

In cases when services are subcontracted, the Contractor will require the subcontractor to provide worker's compensation and employer's liability to at least the same extent as provided by Contractor.

c. Automobile Liability

Commercial business automobile liability insurance with a combined single life or bodily injury and property damages of not less than \$1,000,000 per accident regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor services. Coverage will be at least as broad as coverage Code 1 "any auto". Insurance Service Office policy form CA0001 Y87 or any replacements thereof. Such coverage shall include coverage for loading and unloading hazards.

- C. Additional Insured: The insurance coverage, except for workers compensation and professional liability coverage, required by this Contract, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance afforded the Contractor shall be primary insurance. The additional insured wording on the commercial general liability policy will be at least as broad as Insurance Services Office policy forms CG2010 04/13 edition and CG2037 04/13 edition or their equivalent. The additional insured wording on the automobile liability policy will be at least as broad as Insurance Services Office policy form CA 20 48 or its equivalent. This provision and the naming of the city as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).
- D. Coverage Term: All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted by the City. Failure to do so shall constitute a material breach of this Contract.
- E. Primary Coverage: Contractor's insurance shall be primary insurance to the City, and any insurance or self-insurance maintained by the City shall not contribute to it.
- F. Claim Reporting: Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.
- G. Waiver: The policies, including workers' compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the work or services of the Contractor.
- H. Deductible/Retention: The policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be disclosed by the contractor and shall not be applicable with respect to the coverage provided to the City under such policies. Contractor shall be solely responsible for deductible and/or self-insurance retention and the City, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- I. Certificates of Insurance: Prior to commencing work or services under this Contract, Contractor shall furnish the City with certificates of insurance, or formal endorsements as required by the Contract, issued by the Contractor's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number or name and shall provide for not less than thirty (30) days advance notice of cancellation, termination, or material alteration. Such certificates shall be sent directly to: Contract Administrator, City of Tempe, P. O. Box 5002, Tempe, AZ 85280.
- J. Copies of Policies: The City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the above policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements,

# Special Terms & Conditions and Instructions

and such receipt shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.

17. **Contract Submittal:** Offeror is to furnish a copy of its proposed Contract with its proposal response. Contractual considerations are an important evaluation factor and will be considered in making an award decision. Any proposed Contract should be tailored to the specific requirements of the City's Request for Proposal and overall conformity with the City's Request for Proposal requirements. The failure of an Offeror to reach an acceptable Contract to the satisfaction of the City will result in proposal rejection.
18. **Software License:** The Contractor grants to the City a non-assignable, non-transferable and non-exclusive license to use the proprietary computer programs and related materials (software) specifically identified in the appropriate schedule to this Contract. The City understands and acknowledges that the software contains confidential information and other data proprietary to Contractor. The City agrees not to disclose, proliferate or duplicate nor allow to be disclosed, proliferated or duplicated any such confidential information or data except for archive, diagnostic, backup or emergency restart purposes. However, if confidential proprietary information of the Contractor, as determined by the City and the Contractor, is requested from the City pursuant to a public records request, subpoena or other process, Contractor shall be responsible for protecting its confidential information, shall be responsible for representing itself and the City with the City retaining the right to approve the selection of any attorneys hired to defend its interests, in any resulting legal actions and shall be responsible for any and all costs in so doing, including the payment of attorneys' fees, court costs and other expenses as may be required in protecting such information and in representing itself and the City.
19. **Protection and Restoration of Property and Landscape:** The Contractor shall be responsible for all damage or injury to public or private property of any character, during the prosecution of the work resulting from any act, omission, neglect, or misconduct in its manner or method of executing the work or at any time due to defective work or materials. The Contractor's responsibility will not be released until the project has been completed and accepted.  
  
If damage is caused by the Contractor, the Contractor shall restore at no cost to the City, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or they shall make good such damage or injury in an acceptable manner. Further payments will be withheld until the City has inspected the corrected damage or injury and has signed-off the completion and acceptance. Contractor shall not dump spoils or waste material on private or public property without first obtaining from the owner written permission for such dumping.
20. **Sub-Contractor(s):** The City reserves the right to approve all sub-contractors. Contractor is responsible for all actions of sub-contractors. Contractor shall name sub-contractors as additionally insured, in addition to the City on all required insurance documents.
21. **Use of Safety Vests and Orange Colored Shirts:** The Contractor will follow the City code on the use of high visibility vests and clothing as specified below: The Tempe City Code addresses this matter in Section 29-4. Working within right-of-way

- (a) For the purposes of this section, the following words or phrases shall have the meanings respectively ascribed to them by this subsection:
  - 1) Motor vehicle means any vehicle required to be licensed or registered under the laws of the state.
  - 2) Protective devices include, but are not limited to, orange vest (daytime), reflectorized orange vest (nighttime), traffic cones, barricades, flashing lights, flares and any other traffic-control device as required by the City.
  - 3) Right-of-way means all of that property used as a traveled portion of public roadways for motor vehicles lying between the exterior boundary lines of any area granted to or received by the City by grant, gift, easement, deed, dedication or operation of law for street purposes.

Worker means any person whose duties cause his presence in the right-of-way.

## Special Terms & Conditions and Instructions

- (a) No person shall perform any work within the right-of-way until he is properly equipped with protective devices.
- (b) Any person violating any of the provisions of this section shall be guilty of a misdemeanor and punishable as set forth in subsection 1-7 of this code.
- (c) Following are a list of circumstances relative to the use of orange vests and/or orange shirts:
  - 1) According to the City Code, orange shirts are acceptable for daytime use providing the color is still bright and crisp. It is up to each supervisor to determine whether the color is still appropriate or not.
  - 2) Orange shirts are not recommended for those who are qualified and certified to direct traffic. Those who have received training to manually direct traffic from the Tempe Police Department are called Manual Traffic Directors. When directing traffic, orange vests are required for higher visibility. This also applies to certified flaggers at flagger stations. These persons do not direct traffic in the roadway. They are off the traveled portion of the roadway, behind barricading and stationary at an identified flagger station. However, vests and hardhats are required for higher visibility.
  - 3) Reflectorized vests, that meet ANSI standards, are to be worn when performing any work-related activity within the public right-of-way during the hours from dusk to dawn (sunset to sunrise). The current City approved vests meet the current ANSI standards.
- (e) These requirements apply to all persons; City personnel (including the police and fire department), contractors, utility companies and any subcontractor or employee hired to perform work within public right-of-way. Keep in mind that public right-of-way includes, not only the roadway itself, but also the sidewalk and usually 3 feet to 8 feet or more of landscape area behind the sidewalk.
- (f) Just a note for supervisors or foremen who may be visiting a job site for just a few minutes or more, to talk with fellow coworkers: An orange shirt or vest is required when one exits their vehicle, depending on the time of day.

22. **Traffic Operations on Roadways/Thoroughfares:** Any and all work carried out on adjacent roadways and thoroughfares will use the appropriate traffic barricading as set forth in the City of Phoenix TRAFFIC BARRICADE MANUAL published by the Street Transportation Department as adopted by the City of Tempe. Any and all pruning operations must comply with the safety standards set forth in ANSI 133. 1. All traffic control and lane closures shall be presented as a written plan to City of Tempe Traffic Engineering (480-350-8219) of the Transportation Division.

Short term operations are allowed under Chapter 9 of the City of Phoenix Traffic Barricade Manual; however, the City of Tempe has revised this policy to allow for short duration work up to thirty (30) minutes.

Non-compliance of any safety or related items within this Contract will result in a deficiency of performance deduction of a minimum of \$100 from the City payment made to the Contractor.

# Scope of Work

## **Automated License Plate Recognition (ALPR) Solution Fixed Camera Location**

### **PURPOSE**

The purpose of this Request for Proposal (RFP) is to develop term contract with a qualified company to provide an Automated License Plate Recognition (ALPR) solution that is installed at fixed locations on designated City traffic and light poles to assist the Tempe Police Department in fighting crime, pursuing investigations, and ensuring community safety. This RFP seeks the initial provision of 10 cameras, license plate reading software, installation services, mobile broadband connections, device management and cloud storage. Additional cameras may be purchased at any time during the term of contract. The City prefers a solution where it retains no ownership in the cameras and all usage fees are included as an annual fee per camera. The successful company (Contractor) will also be responsible for complete installation, maintenance, and re-location of the camera solution. Alternate solutions that provide camera ownership to the City may be submitted as well.

### **BACKGROUND**

The City of Tempe is located in the center of the Phoenix metropolitan area. Tempe is bordered by Phoenix to the West, Mesa to the East, Scottsdale to the North and Chandler to the South. Tempe is the most densely populated large city in the state of Arizona and is home to Arizona State University. Tempe has a population of 190,000 people within a 40 square-mile area that is connected to four major freeways. The Police Department includes 350 sworn officers.

### **ALPR FUNCTION**

ALPR cameras scan license plates of vehicles that pass through a designated fixed location. The solution compares the scanned plate against the existing database of plates of interest to law enforcement – for example stolen vehicles and vehicles registered to owners with open warrants. ALPR technology has the capability to scan thousands of vehicles each day. When the system recognizes a match, a signal alerts the Officer to proceed with further confirmation, investigation, or actions as appropriate. An additional benefit of the solution is the capability to capture vehicle information including make, model and condition of vehicle (damage, etc.).

Applications for the Tempe Police Department include:

- To alert law enforcement of license plates in Amber Alert incidents.
- To alert law enforcement of plates related to active warrants.
- To alert law enforcement of license plates which belong to sex offenders around schools and Playgrounds.
- To prevent and suppress crime, apprehend offenders, and recover stolen property.
- To alert law enforcement of license plate numbers related to crimes in progress and time sensitive pursuit of criminal suspects.
- To provide information on the type of vehicle and condition of vehicle.
- Narcotics trafficking and illegal drug enforcement.
- Homeland security and interoperability with partner law enforcement.
- To assist both Tempe and its partner law enforcement investigators in crime analysis and correlations between suspect vehicle location with crime scenes, particularly critical since criminals do not recognize boundaries, and may often live outside the Tempe area.

# Scope of Work

## PERFORMANCE REQUIREMENTS

Responding companies shall indicate their compliance or deviation in the right column for the following preferred performance requirements (All elements noted below are considered preferred):

<b><u>GENERAL REQUIREMENTS</u></b>		
	<b><u>Performance Requirement</u></b>	<b><u>Company's Response</u></b>
1.	The Contractor must provide variants of the Optical Character Recognition (OCR) Engine that are tailored/designed for a specific country, state or region of interest.	
2.	As part of the Contractor's system maintenance agreement with the customer, Optical Character Recognition (OCR) updates and/or revisions must be reasonably provided to address changes in the state's license plates during the term of the maintenance agreement.	
3.	The system must have the capability to capture vehicle license plates with license plate capture and read accuracy rates in excess of 90% for machine readable plates.	
4.	The system must provide effective license plate capture at night with no external lighting required. The usage at night shall not disclose the presence of the cameras (such as any triggered lighting, flash, red signal light, etc.)	
5.	After award of contract, all hardware and software for the initial 10 camera system shall be delivered, installed and made operational as soon as possible. It is preferred to have the solution installed and operational within 6 to 8 weeks of order.	
6.	It is preferred that each camera system is capable of capturing date/time of capture, direction of travel of entity captured, vehicle make, and any additional vehicle details at the time of capture to include condition of vehicle (damage).	
7.	National Crime Information Center (NCIC) alerts from camera system must be relayed to Tempe Police within 60 seconds.	
8.	The Contractor shall provide system training as needed in coordination with the installation of the equipment.	
9.	The Contractor must provide system installation according to the Tempe Police requirements (location) and provide relocation of camera(s). It is anticipated that mounting locations will be to existing signal and lighting poles. However, Contractor shall have the capability to install a custom pole configuration, if necessary.	

## Scope of Work

<b>HARDWARE SPECIFICATIONS</b>		
10.	The system must be primarily comprised of self-illuminating infrared (IR) cameras for effective license plate image capture in a variety of weather and lighting conditions.	
11.	The cameras must be capable of producing high quality images regardless of weather or lighting conditions.	
12.	All camera mounting bracket systems must be fabricated to support the Contractor's cameras and must be furnished by the Contractor.	
13.	The cameras must have a fixed focal point or target distance from the camera to the vehicle license plates from 10 feet to 50 feet.	
14.	It is preferred that all camera systems are solar powered.	
<b>SERVER SOFTWARE SPECIFICATIONS</b>		
15.	The system must allow for an administrator to easily import users from their Active Directory, assign these users to a Group, and establish a password. Ideally, the system will integrate with Active Directory for single sign-on.	
16.	The system must provide the System Administrator with the ability to define and configure custom roles with various access privileges based upon user responsibilities.	
17.	The system should allow the administrator to view users currently logged into the system, and disconnect users as needed.	
18.	The system must provide the ability to query for license plate data based upon time, date, location and the user.	
19.	The system shall allow for remote user setup, and networking capabilities, to facilitate querying and data sharing across agencies and jurisdictions.	
20.	The client application for networked PC's and laptops must be a zero-administration installation from a web page residing on the server.	
21.	Data and images stored in the system should have the capability to be printed as determined by the System Administrator.	
22.	The system must provide a method for automatically purging data at the device level, based upon the System Administrator's specifications.	



## Scope of Work

23.	The system shall be a cloud-based solution, compatible to interface with other agencies and other ALPR systems and databases.	

# Proposal Questionnaire

**“Return this Section with your Response”**

Questionnaire responses and supporting documentation provided will be used to evaluate the proposal. In order to evaluate an Offeror’s overall experience and competence to perform the Scope of Work described herein, the City may rely on additional resources beyond the information provided.

## General Information Questionnaire

Item	Question	Response
1.	Provide a brief overview of the company to include its history, location, years in operation, legal formation, and general scope of services provided, etc.	
2.	Identify the key contact person that will be responsible for the overall management of this contract to include brief background and contact information.	
3.	How long has your company been providing ALPR solutions?	
4.	How many law enforcement entities in the U.S. are using your ALPR product?	
5.	How many law enforcement entities in Arizona are using your ALPR product?	
6.	Provide an overview the ALPR solution being proposed.	
7.	Describe all of the image capture capabilities of the solution proposed regarding vehicle information (license plate, make, damage, etc.)	
8.	Can the solution capture paper licenses?	
9.	Can the solution capture information from vehicles with no license plate?	
10.	How many lanes of traffic can a single camera capture simultaneously?	
11.	What is the power source used to operate the camera solution?	
12.	Describe the camera being proposed to include pixels, weight, dimensions, etc. (include photos)	

# Proposal Questionnaire

**“Return this Section with your Response”**

13.	How many vehicles can be captured per day by a single camera?	
14.	Does your solution utilize a Cloud storage solution?	
15.	Can your solution be integrated with Axon Evidence.com	
16.	Describe the quality of the Web based footage retrieval and what Tempe Police staff can view.	
17.	Describe the camera mounting bracket system to be utilized.	
18.	How far can a camera be placed from the traffic focal point and still function as fully described?	
19.	Will your company install the cameras to mutually agreed site locations?	
20.	Describe the methodology used to secure the cameras to the pole structure.	
21.	Will your company take down the installed cameras and re-install at new mutually agreed locations?	
22.	Will the firm agree to provide a number of “no cost” relocations as part of their offer? If so, please describe the offer.	
23.	Describe the maintenance to be performed on the installed cameras.	
24.	Can the cameras capture images day and night?	
25.	Describe how the cameras will avoid detection at night when triggered.	
26.	Describe the conditions that might negatively impact the ability of the cameras to properly read vehicle plates.	
27.	What storage solution does your company use to secure captured images?	
28.	How long is that data available to Tempe Police?	
29.	How quickly does the solution notify Tempe Police staff once a license plate match is made?	

# Proposal Questionnaire

**“Return this Section with your Response”**

30.	Describe the license plate data base that your solution utilizes to compare captured plate images.	
31.	Describe the training program you will offer Police staff.	
32.	Describe the key personnel who will be involved in this contract.	
33.	Provide three (3) references where your solution is currently being utilized. Include the organization name, key contact, phone number, e-mail, and brief description of the number of cameras being utilized and length of time utilizing the solution.	Reference #1:
		Reference #2
		Reference #3
34.	Provide a timeline for the furnishing, installation, and training for 10 cameras based on a tentative award date of April 5, 2021.	
35.	Provide any additional information regarding the capabilities of the proposed solution.	
36.	Will your company require the City to sign a separate contract? If so please include with submittal.	
37.	Describe your response time commitment for camera relocations. This would be for normal/routine relocations and emergency relocations. The City would prefer emergency relocations no less than 48 hours. Response time commitment means the camera(s) are removed and installed at a new location within the time commitment offered.	
38.	Can your firm provide a suitable mounting pole if needed?	
39.	Describe the pole configuration and include images of the pole configuration with submittal.	

# Proposal Questionnaire

**“Return this Section with your Response”**

## Technical Questionnaire

The following section is focused on requirements covering the solution platform, security, disaster recovery, integration, etc. These questions are part of the City’s standard software template and as a result not all questions will apply to this ALPR solution. Please feel free to mark NA for any questions that do not apply to the solution being proposed.

Section	Description
10.1	General IT Information
10.2	Security
10.3	Disaster Recovery
10.4	Solution Data
10.5	Integrations & Application Programmable Interface (API)
10.6	Reporting
10.7	Releases & Quality Control

### 10.1 General IT Information

1. What is the name of the product(s) that you are providing responses to via the RFP? Click or tap here to enter text.
2. Can your solution move from SaaS to on-premise and vice-versa? **Yes**  **No**  Comments: Click or tap here to enter text.
3. If applicable, describe in detail your hosting platform including any third-party providers. Click or tap here to enter text.
4. Did your Company develop your proposed solution or does your Company re-sell / integrate solutions? **Yes**  **No**  Comments: Click or tap here to enter text. Click or tap here to enter text.
5. Does your solution use IPv4 and is it compatible with IPv6? **Yes**  **No**  Comments: Click or tap here to enter text.
6. Is application administration compatible with Microsoft Windows in a VMware View desktop environment? If no, please explain how the application is administered by the City of Tempe staff? Click or tap here to enter text.
7. What are the recommended and/or required hardware and operating system platforms for deployment? Click or tap here to enter text.
8. Does the proposed solution have a mobile application for use on smart phones and tablets, and is this application compatible with iOS and Android? **Yes**  **No**  Comments: Click or tap here to enter text.

# Proposal Questionnaire

**“Return this Section with your Response”**

9. What is the release version and how long has this product been on the market? Click or tap here to enter text.
10. Describe the process your customers typically follow to customize your proposed solution. Click or tap here to enter text.
11. What software development language(s) and tools are used to make and maintain the proposed solution? Click or tap here to enter text.
12. Provide detailed system architecture documentation including system, network, security, and traffic flows to assist City of Tempe Information Technology with understanding Firewall configuration and system implementation requirements. Click or tap here to enter text.
13. Please describe your proposed solutions licensing model. Click or tap here to enter text.
14. If using subcontractors anywhere within your process or infrastructure, describe your contractual and working relationship including; how long you have worked with them, what services they are providing, where they are located, the length of your current contract, and what extension options are in place. Click or tap here to enter text.

## 10.2 Security

1. Describe the application’s integration components with Microsoft Active Directory for managing system security access and authentication. Click or tap here to enter text.
2. Please describe the process for user creation, management and security of customer facing user / password database. Click or tap here to enter text.
3. Does the solution allow for multi-faceted role-based authorization security levels for activities within the solution? Example: division assignment + role = permission / access **Yes**  **No**  Comments: Click or tap here to enter text.
4. Can the solution enforce identification security by Active Directory group memberships? **Yes**  **No**  Comments: Click or tap here to enter text.
5. If the application is installed on or accessed from a user’s workstation, does it contain methods of security to prevent unauthorized access? **Yes**  **No**  Comments: Click or tap here to enter text.

# Proposal Questionnaire

## “Return this Section with your Response”

6. Do the users of the system need local administration rights, after initial installation, in order to run the application? **Yes**  **No**  Comments: [Click or tap here to enter text.](#)
  
7. Does the solution prohibit third-party vendor access to the system unless allowed by authorized personnel at the City of Tempe? **Yes**  **No**  Comments: [Click or tap here to enter text.](#)
  
8. If the solution stores or transmits regulated data (PCIDSS, HIPAA, CJIS, DOJ, etc.), can you provide compliance letters to include third-party data centers? **Yes**  **No**  Comments: [Click or tap here to enter text.](#)
  
9. Does the solution include granular security features to restrict information by user that can be viewed, added or modified? **Yes**  **No**  Comments: [Click or tap here to enter text.](#)
  
10. Does the solution support customization of the number of failed logins or access attempts that triggers account or data lockout? **Yes**  **No**  Comments: [Click or tap here to enter text.](#)
  
11. Describe how your web interface and exchange of information (data) uses standard SSL (Security Socket Layer) or TLS (Transport Layer Security). If neither of these security layers are used, explain what method of data security is utilized. [Click or tap here to enter text.](#)
  
12. Does your solution include security audit reports? If yes, please explain types and how often they are completed. **Yes**  **No**  Comments: [Click or tap here to enter text.](#)
  
13. Does your proposed solution allow customer access to your firm’s security and audit reports? **Yes**  **No**  Comments: [Click or tap here to enter text.](#)
  
14. Does your proposed solution allow customer access to your firm’s security breach reports and corresponding logs? **Yes**  **No**  Comments: [Click or tap here to enter text.](#)
  
15. Describe how your firm manages your technology, whether on-premise or off-premise. [Click or tap here to enter text.](#)
  
16. For hosted data, if applicable, provide documented security policies and procedures to include handling of electronic data, physical security, and employee security. [Click or tap here to enter text.](#)
  
17. Describe how user’s personally identifiable information is secured. [Click or tap here to enter text.](#)

# Proposal Questionnaire

## “Return this Section with your Response”

18. Has your company developed and implemented an Identity Theft Prevention Program? **Yes**  **No**   
Comments: Click or tap here to enter text. Click or tap here to enter text.
19. If a customer insists on different options for the identity theft monitoring, what is your policy? Click or tap here to enter text.
20. How does your company respond to security breaches or loss of information? Click or tap here to enter text.
21. Provide a comprehensive review of your company’s internal and external security procedures. Click or tap here to enter text.
22. Describe Internet sign-on and multi-factor identification procedures. Click or tap here to enter text.
23. Provide options for Advanced Authentication (Two Factor Authentication), IP access restriction, and / or security challenge questions upon access from an unknown or previously used location. Click or tap here to enter text.
24. What would be the City’s liability in the event of a security breach, loss of data, or default by the payment card serve provider or third-party portal? Click or tap here to enter text.
25. Provide information about any third-party data centers that provide services including, but not limited to, data storage, processing, etc. Click or tap here to enter text.
26. What are your procedures for off-site storage of information? Click or tap here to enter text.

## 10.3 Disaster Recovery

If a hosted solution is proposed, the Service Provider must indicate the capability to recover from natural, human-caused, and electronic disasters (including security compromises) that could interrupt service to the City and the City's customers. The Service Provider will detail their solution to include:

1. Is redundancy of network gateways using multiple, physically non-contiguous US locations provided in case of network-related issues or loss of service? Click or tap here to enter text.
2. Describe the environment safeguards present at any data centers that host the solution, including:
  - Fire detection and suppression
  - Uninterruptible power supply
  - Power generator management
  - Climate control
  - Procedures for off-site storage of data

Click or tap here to enter text.



# Proposal Questionnaire

**“Return this Section with your Response”**

3. Provide the location, including City and State, of all data centers that could potentially host Tempe data. Click or tap here to enter text.
4. Will there be any cost to the City for disaster recovery services? Click or tap here to enter text.
5. Is all data, including metadata and transactional data, backed up on a scheduled basis? If yes, please describe the process and frequency. Click or tap here to enter text.
6. Does your proposed solution require a service interruption during scheduled backups? If yes, please explain. Click or tap here to enter text.
7. Does your solution have a restore process when data is lost, corrupted, etc.? If yes, please explain. Click or tap here to enter text.
8. What are your capabilities and availability for alternate processing, communications, and operations facilities? Click or tap here to enter text.
9. What are your plans for maintaining business processes, including communications with the City and the City’s customers? Click or tap here to enter text.
10. What is the estimated time to recover from disaster events and what are the service level expectations for business continuity following a disaster? Click or tap here to enter text.
11. Provide information related to your disaster recovery and business continuity plan including dates of disaster recovery tests and schedule for future tests. Click or tap here to enter text.

## 10.4 Solution Data

1. Are data migration services offered? Is there an additional cost for these services? **Yes**  **No**  Comments: Click or tap here to enter text. Click or tap here to enter text.
2. What data migration tools does your company use? Click or tap here to enter text.
3. Describe how you receive, store, process and transmit encrypted data that is provided to your software by the City. Click or tap here to enter text.

# Proposal Questionnaire

## “Return this Section with your Response”

4. What processes do you have in place that would allow for regularly scheduled interim return of the City’s data? Would this be transactional data? [Click or tap here to enter text.](#)
5. Describe the method, condition, and format (e.g. XML, JSON, native database format) you use to return City data upon expiration or cessation of use of resulting contract? [Click or tap here to enter text.](#)
6. Describe the data modeling documentation that will be provided for the proposed solution. Will entity relationship diagrams, data dictionaries, schemas, and record layout documentation be furnished? [Click or tap here to enter text.](#)

## 10.5 Integrations & API

1. Describe the architecture of any API integration capabilities included with the proposed solution. [Click or tap here to enter text.](#)
2. Does the API have an implementation that is compatible with the .NET framework? **Yes**  **No**  Comments: [Click or tap here to enter text.](#)
3. Does the API have an implementation that is accessible via HTTP over TLS? **Yes**  **No**  Comments: [Click or tap here to enter text.](#)
4. What major business functions cannot be completed via the API? [Click or tap here to enter text.](#)
5. Can the solution API be used to query data stored within the application? **Yes**  **No**  Comments: [Click or tap here to enter text.](#)
6. Can the provided API be used to send commands to alter the state of data within the application? **Yes**  **No**  Comments: [Click or tap here to enter text.](#)
7. Will the solution API support web hooks or another similar form of custom callbacks that can be used to notify external systems of changes within your app in (near) real time? Describe. **Yes**  **No**  Comments: [Click or tap here to enter text.](#)
8. If your solution supports customizations, does the API support accessing and using those customizations (as opposed to only being able to access the “base product” through the API)? **Yes**  **No**  Comments: [Click or tap here to enter text.](#)

# Proposal Questionnaire

**“Return this Section with your Response”**

## 10.6 Reporting

1. Does the solution provide standard reports? If so, please list and provide samples. **Yes**  **No**  Comments: Click or tap here to enter text.
2. With this solution can end-users create and store customized queries and reports? **Yes**  **No**  Comments: Click or tap here to enter text.
3. What reporting technologies / platforms are used to create ad-hoc reports for the proposed solution? Click or tap here to enter text.
4. Describe the system’s ability to run and distribute reports on a scheduled basis. Click or tap here to enter text.
5. Can solution reports be exported to an external format such as an Excel workbook or a PDF? **Yes**  **No**  Comments: Click or tap here to enter text.
6. Describe how security roles and access are maintained within the reporting function. Click or tap here to enter text.

## 10.7 Releases & Quality Control

1. Describe the criteria for assuring full system performance and outline how tests will be conducted to demonstrate proper installation. Click or tap here to enter text.
2. Describe the quality assurance processes that your organization employs to ensure that solution versions are free of defects prior to release. Click or tap here to enter text.
3. How are customers informed about new patches and upgrades? Click or tap here to enter text.
4. Describe the product documentation, including any release notes that are included with minor and major releases. Click or tap here to enter text.
5. How frequently are minor and major solution updates released? Click or tap here to enter text.
6. List all minor and major updates of the proposed solution including version number and date of release over the past 12 calendar months. Click or tap here to enter text.

# Proposal Questionnaire

## **“Return this Section with your Response”**

7. Describe the process to ensure the integrity of any customizations is maintained during upgrades. Click or tap here to enter text.
  
8. Can customers elect whether or not to upgrade to the latest version? If customers can choose to remain on an older version, are they still under active support? Click or tap here to enter text.
  
9. What is the frequency and duration of any regularly scheduled maintenance windows? Click or tap here to enter text.
  
10. Is the application unavailable during maintenance windows? Click or tap here to enter text.
  
11. Are users informed in advance of planned maintenance outages? If so, how far in advance, and in what manner? Click or tap here to enter text.
  
12. Describe the lifecycle policy for the solution and the process and frequency whereby non-current versions are rotated out of active support. Click or tap here to enter text.

# Evaluation Criteria

Proposals will be reviewed by an Evaluation Committee consisting of City staff using the criteria and process outlined below.

## Evaluation Process

1. The Procurement Office will verify that all proposals meet the requirements to be considered responsive. Responses that do not comply with any mandatory requirements will be considered non-susceptible for award and not forwarded to the Evaluation Committee for scoring.
2. The Evaluation Committee will review and score all responsive proposals and rank them based on the committee's scores. Any proposals determined to score outside of the competitive range may be removed for non-susceptibility. Remaining Offerors may be invited for interviews, negotiations, site visits and best and final offers as determined at the sole discretion of the City.

It is important to note that firms may be removed for non-susceptibility anytime during the evaluation process and not just at the specific points noted above.

	Award Criteria	Weight	X	Rating	=	Points
1.	Quality of the ALPR Solution – The overall quality of the solution to include the ability of the solution to meet the performance requirements detailed herein, the quality of the cameras and capture capabilities, speed of notification alert, added value, etc.	30	X		=	
2.	Matching Data Base – The quality and volume of the data base used to compare and match captured plate images	20	X		=	
3.	Experience – The overall experience of the company in providing similar solutions to Law Enforcement accounts to include reference reviews.	15	X		=	
4.	Pricing	25	X		=	
5.	Response time commitment to complete camera re-locations.	10	X		=	
				<b>Total</b>	<b>=</b>	

This proposal will be evaluated on a cumulative point system using the rating scale shown below (fractional points may be selected within this range).

## Scoring

<i>Outstanding</i>	9 – 10
<i>Good</i>	6 – 8
<i>Average</i>	3 – 5
<i>Poor</i>	1 – 2
<i>Not Addressed or Unacceptable</i>	0

To evaluate the cost portion of the above criteria, the City may elect to evaluate each firm on a percentage basis of the lowest cost offer. The formula would be: (Lowest Priced Offer/Evaluated Firm's Price) x Points Possible = Evaluation Points.

# Pricing Section

**“Return this Section with your Response”**

ITEM NO.	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	QTY	UNIT	Annual Price	EXTENDED PRICE
1.	Annual fee for each camera to include all costs including equipment, software, installation, maintenance, mobile communications, delivery, etc. based on the number of cameras utilized:				
	Initial acquisition of 10 cameras	10	Each	\$	\$
	Accumulated utilized cameras between 11 and 20	20	Each	\$	\$
	Accumulated utilized cameras between 21 and 30	30	Each	\$	\$
	Accumulated utilized cameras between 31 and 40	40	Each	\$	\$
	Accumulated utilized cameras between 41 and 50	50	Each	\$	\$
2.	Cost per each to remove and re-install camera at new location (beyond any no-cost moves offered)	1	Each	\$	\$
3.	Cost of customized pole, if needed, to include installation	1	Each	\$	\$
3.	Firms may propose alternate pricing models based on the solution proposed. Please be sure to include any and all costs that would apply.				
4.	Detail any additional costs that might apply to this agreement below:				
	The above pricing schedule allows for discounted pricing as the City grows its investment with the awarded firm's solution. The adjusted pricing shall be trued up on anniversary date of agreement.				

\* Applicable Tax \_\_\_\_\_ %

**\* State correct jurisdiction to receive sales tax on the Vendor's Offer, included in this Request for Proposal.**

Less prompt payments discount terms of \_\_\_ % \_\_ days/ or net thirty (30) days. (To apply after receipt and acceptance of an itemized monthly statement.) For evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than thirty (30) days from receipt of statement.

Ordering and Invoice Instructions

Invoices shall be issued directly to the ordering department. Invoices shall be accurate and complete including the information shown below. Failure to provide a properly documented invoice may cause a delay in receipt of payment. The City will not process an invoice for payment until it has been approved by the ordering department and forwarded to Accounts Payable. The City endeavors to process invoices within 30 days after receipt of an accurate and complete document.

# Pricing Section

**“Return this Section with your Response”**

Invoices shall include:

1. Line item listing of all ordered items to include description of items;
2. Unit cost and extended cost for each line item;
3. Applicable Tax;
4. Payment Terms;
5. Purchase Order Number;
6. Name of selling organization clearly stated on invoice along with address;
7. Phone number and or e-mail address for contact person to clarify invoicing questions;

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to process payments via check or P-Card.

Accounting Contacts:

Yesenia Lored-Flores  
Carlene Foster  
Scott Gruber

Letters A – H and Numbers  
Letters I – Z  
General AP Inquiries and AP Checks

# Vendor's Offer

**“Return this Section with your Response”**

Offeror must complete, sign and submit this form to the Procurement Office with the proposal response. An unsigned “Vendor’s Offer”, late proposal response, and/or a materially incomplete response will be considered nonresponsive and rejected. Offeror is to type or legibly write in ink all information required below. A scanned copy of this page is acceptable.

Company Name: \_\_\_\_\_

Company Purchase Order Mailing Address:

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Cell Number: \_\_\_\_\_

Remit to Information

Company Name (as it appears on invoice): \_\_\_\_\_

Company Payment Remit to Address:

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Company Tax Information

If a Tempe-based firm, provide Tempe Transaction Privilege (Sales) Tax No.: \_\_\_\_\_

Payment Options

Will your company accept the City’s Master Card for payment? Yes  No

Will your company accept Payment via ACH (Automated Clearing House) for payment? Yes  No

## THIS PROPOSAL IS OFFERED BY

### REQUIRED SIGNATURE OF AUTHORIZED OFFEROR

By signing this Vendor’s Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.

\_\_\_\_\_  
Signature of Authorized Offer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name of Authorized Individual

\_\_\_\_\_  
Title of Authorized Individual



# Anti-Discrimination Policy



## COMPLIANCE WITH CITY'S ANTIDISCRIMINATION ORDINANCE NO. 02016.25

---

The Tempe City Council approved Ordinance No. 02016.25 that requires vendors who are being recommended for award to provide evidence of their compliance with the City's antidiscrimination policy as shown below:

### Sec. 2-601. Policy.

It is declared to be the policy for the citizens of Tempe, Arizona, to be free from discrimination in public accommodations, employment, and housing, and contrary to public policy and unlawful to discriminate against any person on the basis of race, color, gender, gender identify, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, in places of public accommodation, employment, and housing; and contrary to the policy of the city and unlawful for vendors and contractors doing business with the city to discriminate, as set forth in this article.

### Sec. 2-603. Unlawful Practices.

The following shall constitute a violation of this article:

For a city vendor or city contractor, because of race, color, gender, gender identify, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges or employment. City vendors and contractors of fifteen (15) or more employees shall provide a copy of its antidiscrimination policy to the Procurement Officer to confirm compliance with this article. Employers having fourteen (14) or less employees may attest in writing to compliance with this article.

### Vendor Requirements

Vendors who have fifteen (15) or more employees shall include with their bid/proposal submittal a copy of its antidiscrimination policy that must mirror the City's policy as stated above. Suppliers who have fourteen (14) or less employees may include their antidiscrimination policy *or* complete a written affidavit of compliance per the attached.

### To be completed by responding company and returned with submittal:

\_\_\_\_\_ Our company has 15 or more employees and has included its antidiscrimination policy that mirrors the City's policy;

\_\_\_\_\_ Our company has fourteen (14) or less employees and is attaching the signed AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE CHAPTER 2 ARTICLE VIII SECTION 2-603(5).

Please include this document along with the company's antidiscrimination policy or the completed affidavit with offer submittal

# Anti-Discrimination Policy



Only complete this document if you have 14 or less employees.

## AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE CHAPTER 2 ARTICLE VIII SECTION 2-603(5)

Per Tempe City Code Chapter 2 Article VIII Section 2-603(5), it is unlawful for a City vendor or City contractor, because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment.

City vendors and contractors shall provide a copy of their antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance.

- CONTRACTOR means any person who has a contract with the City.
- VENDOR means a person or firm in the business of selling or otherwise providing products, materials, or services.

CONTRACTOR/VENDOR, select one:

\_\_\_\_\_ Current copy of antidiscrimination policy attached

OR

\_\_\_\_\_ I hereby certify \_\_\_\_\_ (contractor/vendor) to be in compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

# Supplier Sustainability Questionnaire

The City of Tempe is strongly committed to sustainable practices and programs that help build a vibrant and resilient community. The City accomplishes this through a variety of innovative programs, including water and energy conservation, recycling, composting, alternative transportation, sustainable business practices and environmental stewardship. Tempe recently established its 2019 Climate Action Plan (CAP) that provides a guideline for how the City will take local action on global climate change by reducing its greenhouse gas (GHG) emissions and adapting to the changing climate. The Climate Action Plan serves as a guideline for the City's path toward a sustainable and resilient future that will benefit the entire City. The City has strengthened its commitment to sustainability by adopting a new carbon neutrality goal by 2050 and a strategy of sourcing 100 percent of its electricity from renewable sources by 2035. To learn more about the City's commitment to sustainability, please visit <https://www.tempe.gov/government/sustainable-tempe>.

To further this commitment, the City has developed a Sustainable Procurement Policy that provides specific guidelines for how these important sustainable practices and programs will be reflected in contract award decisions. By partnering with companies who share these sustainability goals, the City will be able to significantly enhance sustainable outcomes.

To support these efforts, the following Supplier Sustainability Questionnaire has been developed that will allow the City to better understand your company's efforts and commitments regarding sustainable practices and initiatives. This questionnaire has two sections – a section to understand what your company is doing regarding sustainable actions and a section to understand the specific sustainable attributes of the product or service that you are offering.

Item	Question	Response
<b>Corporate Sustainable Actions</b>		
1.	What sustainability guidelines or environmental statement does your company have to guide the company as a whole? Please include a link.	
2.	What is your company doing to be more energy efficient?	
3.	What is your company doing to reduce greenhouse gas emissions?	
4.	What is your company doing to reduce waste transferred to landfills?	
5.	What is your company doing to reduce water waste?	
6.	What kind of effort does your company make to reduce the use of environmentally harmful materials ( <i>such as cleaning products, etc.</i> )?	
7.	Does your company take any actions to manage the sustainability of your supply chain? If yes, please explain.	
8.	Has your company received any environmental or sustainability related independent certifications or recognitions? If yes, please explain.	

# Supplier Sustainability Questionnaire

Item	Question	Response
<b>Product Sustainable Attributes</b>		
1.	Has your company performed an environmental life cycle analysis on the product being offered the City? If yes, please provide documentation	
2.	Can the product being offered be refurbished, recycled, or composted at the end of its life? If yes, please elaborate	
3.	Does the product being offered include any recycled materials? If yes, please explain.	
4.	What measures have been taken to reduce unnecessary packaging materials associated with the product being offered?	
5.	What kind of reusable, recyclable, and/or compostable packaging materials does your company use?	
6.	Has the product being offered been rated or certified by a third-party organization such as Energy Star, Green Seal, Leadership in Energy and Environmental Design (LEED), Forest Stewardship Council, etc.? If yes, please provide certification documentation.	
7.	Please provide any additional information you would like to share regarding your product's sustainable attributes.	

Please find some helpful links below that will provide additional information, tools and resources regarding sustainable practices:

**Greenhouse Gas Calculators:**

<https://www.epa.gov/energy/greenhouse-gases-equivalencies-calculator-calculations-and-references>

**Sustainable Packaging:**

<https://www.epa.gov/smm/sustainable-packaging>

<https://www.epa.gov/facts-and-figures-about-materials-waste-and-recycling/containers-and-packaging-product-specific-data>

**Cleaning Products:**

<https://www.epa.gov/saferchoice>

**Tool to Measure and Track your Waste and Recycling:**

<http://www.epa.gov/smm/wastewise/measure-progress.htm>

**Water Conservation:**

<http://water.epa.gov/polwaste/nps/chap3.cfm>

The following checklist has been provided to assist you in submission of your offer.

This list should not be considered complete, other information or documents may be necessary as part of your submission.

The items listed are the primary documents and information that must be completed and/or included with your proposal.

Please include any additional information or documents that will clarify your submittals.

This document has been issued in Word format to allow the responding firm the ability to provide requested information, answer questions and provide pricing within the actual document.

Description		Included √
1.	One signed and completed copy of the Proposal response – only sections marked <b>“Return this Section with your Response”</b> are required but you may include supplemental materials you believe necessary to clarify your submittal.	
a.	Signed and Completed Vendor’s Offer Form	
2.	Due to the COVID Virus, please submit a single e-copy of the signed and completed proposal to <a href="mailto:Bids@tempe.gov">Bids@tempe.gov</a> . The City’s e-mail is capable of accepting up to a 10MB attachment. Please try and keep the proposal under this size limit. However, if you need to exceed 10MB, please break the proposal up into two sections and e-mail in two separate messages clearly indicating the solicitation number on the subject line and denoting Part 1 and Part 2 response. We will be unable to accept any hard copies of the proposal so please e-mail the response as noted above.	
3.	Proposal General Information Questionnaire	
4.	Security Questionnaire	
4.	Pricing Section	
5.	If company has 14 or less employees include a signed and completed Affidavit of Compliance with Tempe City Code Chapter 2 Article VII Section 2-603(5) (form attached)	
6.	If company has 15 or more employees include a copy of its anti-discrimination policy	
7.	Signed Addenda (if applicable)	
8.	Supplier Sustainability Questionnaire	

**Alert** – If you received this solicitation via a third-party plan-holder company and did not directly download it from the City of Tempe’s Procurement home page you might not have received any addendums that were published during the bidding period. To ensure you are notified of addendums it is critical that you download this solicitation from the City’s web site per the below link:  
<https://ww2.tempe.gov/bids/>

# Addendum to Solicitation



City Procurement Office/City of Tempe PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324

[www.tempe.gov/procurement](http://www.tempe.gov/procurement)

Issue Date: March 19, 2021

This addendum will modify and/or clarify: Solicitation No.: 21-119

and is Addendum No.: 1

Procurement Description: Fixed Camera ALPR Solution for Police

A. The Request for Proposal Due Date is hereby changed from March 24, 2021 to April 1, 2021. The Opening Time remains unchanged at 3:00 P.M. (MST).

B. The City is modifying all references in the RFP regarding the “provisioning of 10 cameras for the initial implementation.” In a number of areas in the Scope of Work section as well as the Pricing Section the City explained that an initial implementation of 10 cameras would be authorized after award. After further research, the City will allow the proposing firms to determine the initial number of cameras needed to meet the performance objectives as described more fully below.

The following supplier questions have been received with the City’s responses noted in italics:

1. Proposal Questionnaire, Technical Questionnaire, Section 10.2 Security, Question 8, p.31  
Question 8. states, “If the solution stores or transmits regulated data (PCIDSS, HIPAA, CJIS, DOJ, etc.), can you provide compliance letters to include third-party data centers?” At this time, there is no such thing as Criminal Justice Information Services Division (CJIS) certification as there is CJIS certifying body and as such, there is no way to provide compliance letters that would substantiate CJIS compliance. And, while Amazon Web Services (AWS), a Cloud Services Provider (CSP) is FedRamp compliant, organizations, such as ALPR vendors that use the cloud hosting to store or transmit data do not get certified– rather the CSP is certified and complies. For this reason, ALPR Software as a Service cannot provide certification compliance letter for, say, FedRamp certification of their cloud hosting since only Amazon holds such certification. Compliance letters do not seem applicable to the ALPR products/services being solicited as there are no applicable certifying bodies that can provide third-party certification and issue compliance letters. Can the City remove the requirement to provide compliance letters from these organizations, as they are not applicable or available or instead require that a Contractor affirm that its system and processes are CJIS (or equivalent) compliant?

*As noted in the RFP, the questions in the technical questionnaire are part of the City’s standard software template and as a result not all questions will apply to this ALPR solution. Please feel free to mark NA for this question and any other questions that do not apply to the solution being proposed. If you care to include verbiage that outlines why you feel it is NA in your reply, doing so will be helpful to the committee’s overall assessment of your response.*

2. Pricing Section, item 2., p.40 and Proposal Questionnaire, question 22, page 28

Pricing section requirement is, “Cost per each to remove and re-install camera at new location (beyond any no-cost moves offered).” Proposal questionnaire inquires, “Will the firm agree to provide a number of “no cost” relocations as part of their offer? If so, please describe the offer.” In order to answer this question, clarification is needed on what is specifically meant by relocation.

Can the City clarify what is involved with “re-install camera at new location” and “relocations” Can the City provide specific guidance regarding its relocation strategy to help us understand this requirement? Specifically, will ALPR cameras be relocated to a location without power or pole? Will they require solar? Do you know the locations you anticipate going to in the future and specifics on power and infrastructure availability? Should the City desire to not use solar-powered equipment, can the City please confirm if 120-volt power will be available at all desired ALRP locations? Is the City interested in considering trailers as an option? Can the City please specify on how often it would request re-locating a camera? In other words, does the City intend to routinely relocate cameras on a weekly or monthly basis, or will this be more of a medium or long-term strategy where cameras may be relocated sporadically based on accumulated crime data over a 6-12month period of time?

*The City recognizes there could be numerous factors impacting a camera re-location. Tempe’s strategy on the overall use of fixed camera solutions will evolve with use but for now the City does not anticipate a high degree of movement on cameras – possibly once a year in some locations. For purposes of this RFP and the pricing section, please price based on relocations that would be similar as to the original location which would be using a City pole and tied into a solar array power source (or equal) provided by the firm. We are currently targeting several locations in what is referred to as the Baseline Corridor. The initial installation will be based on the number of cameras recommended by the proposing firm to meet the following objective:*

*Capture all vehicle traffic both east and west bound between the 2000-1300 block of West Baseline to include major points of ingress and egress within the hundred block.*

*The City initially estimated that this would include up to 10 cameras, but this number is being modified to allow the firm to recommend the number of cameras based on their specific camera technology.*

3. Evaluation Criteria, Award Criteria, 2. Matching Data Base, p. 39; and Proposal Questionnaire, Question 30, Page 29. The Proposal Questionnaire asks to, “Describe the license plate data base that your solution utilizes to compare captured plate images.” The evaluation criteria weighting is based in part on “Matching Data Base”, specifically, “The quality and volume of the data base used to



compare, and match captured plate images.” Clarification is needed on what is meant by “data base” in both instances. Can you provide an explanation of the specific data base functionality that the City is seeking, a description of such a data bases, and example/s of the types of data base to which the RFP refers? LPR typically does not require “matching to a database” unless you are referring to NCIC or other hotlists as “databases”.

*The term “database” may be confusing. The City would like to know what source of information your firm uses to compare against the captured images of the City’s soon to be installed camera solution. The proposed solution must be capable of interfacing with the NCIC and ACIC data repositories to generate automatic notifications.*

4. Proposal Questionnaire, General Information Questionnaire, #38, page 39. Questionnaire inquires, “Can your firm provide a suitable mounting pole if needed?” Clarification is needed on what the City is seeking. If poles need to be provided and the City did not want to use solar power, would the City provide a power source to the pole? Will the Contractor be required to provide engineering drawings and obtain permits for installing poles? Will the contractor be required to provide construction and traffic control services and install the poles?

*The City does prefer solar power to support these installations. The City will not provide a power source. Should a pole be needed, the firm will need to work through engineering and obtain permits. The firm will also be responsible for installation and traffic control for installation of any poles required. As indicated later in this addendum, Tempe Police will assist with up to 1 hour of traffic control per location.*

5. It says the City prefers a solar powered ALPR solution. Will there be areas where power and/or connectivity are available?

*The City cannot guarantee the availability of power on any installed location. Companies must provide independent source of power to support their installation – such as solar, batteries, etc.*

6. The system shall be a cloud-based solution, compatible to interface with other agencies and other ALPR systems and databases. Please supply a complete list of other agencies and other ALPR systems and databases to which our solution is required to be compatible and interface with.

*The proposed solution must be capable of interfacing with the NCIC and ACIC data repositories. The City does not anticipate the need to interface with other ALPR solutions but if that advantage*

*is available the firm should indicate which other ALPR products that their solutions can interface with. The City would expect that the awarded solution would be able to share data collected from private and public entities within the same ALPR solution.*

7. Per the submittal requirements on Page 47 of the RFP, items #4 is “Security Questionnaire”, is there a separate questionnaire or does this refer to section 10.2 “Security” in the General Information Questionnaire?

*The General Information Questionnaire is comprised of 39 questions. The Security Questionnaire begins on page 30 of the RFP and includes Section 10.1 through 10.7. Both of these questionnaires shall be returned with submittal.*

8. Will the City of Tempe be supplying SIM’s and necessary data plan, or are does the data plan and SIM need to be included in the ALPR solution and provided by the vendor?

*The supplier shall provide the SIM and data plan.*

9. After reviewing the Tempe RFP Fixed Camera ALPR Solution for Police, we would like to inquire if the City had proposed locations predetermined for the initial 10-camera locations?

*Yes – The City has identified the Baseline Corridor for the initial camera installation. The City is seeking the firm’s recommendation for how many cameras to be installed based on the following performance measure: Capture all vehicle traffic both east and west bound between the 2000-1300 block of West Baseline to include major points of ingress and egress within the hundred block.*

10. Is there going to be a scheduled job walk?

*No.*

11. Are there going to be maps provided for each intersection location so we can install the proper amount of cabling?

*Maps can be provided to the successful firm. It is our expectation that cabling should be minimal (if any at all) as the City is wanting to secure a self-sufficient and independent powered solution.*

12. If we are installing on poles do the poles belong to the City of Tempe?

Yes.

13. Is there a design for this already?

*We have identified several initial locations, but the design will be the responsibility of the successful firm.*

14. Are we providing power to the poles?

*The City is seeking a self-sufficient and independent powered solution.*

15. Need to know what power source we are tapping into?

*The City is seeking a self-sufficient and independent powered solution.*

16. Are we providing the electrical work?

*The firm will be responsible for any electrical work needed.*

17. Will we be required to have a Police assistance on the job for most sites since there are at intersections or hire our own assistance company?

*If the assistance is minimal (up to 1 hour) City Police can assist with traffic control.*

18. Will we need to provide our own bucket truck for installation?

Yes

19. The concludes the questions and responses.

***Please ensure that you sign and submit this addendum with your proposal response by the revised due date noted above.***

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

Flock Safety		Alex Latraverse, VP Sales	
Name of Company		By – Name and Title (Please Print)	
alex@flocksafety.com	770-905-6240		
Email Address	Telephone		
Atlanta	GA 30318	<i>Alex Latraverse</i>	
City	State	Zip	Authorized Signature

# Signature Certificate

Document Ref.: JREUM-AAGPY-YBPTV-QV6TT

Document signed by:

	<p><b>Alex Latraverse</b> Verified E-mail: alex@flocksafety.com</p>	<p><i>Alex Latraverse</i></p> 
IP: 76.97.107.29	Date: 30 Mar 2021 20:10:04 UTC	

Document completed by all parties on:  
30 Mar 2021 20:10:04 UTC

Page 1 of 1



Signed with PandaDoc.com

PandaDoc is the document platform that boosts your company's revenue by accelerating the way it transacts.



# Contract Award Notice

Internal Services  
Procurement Office  
20 E. 6<sup>th</sup> Street  
Tempe, AZ 85281




Contract Number:	T21-119-01		
Description:	Fixed Camera ALPR Solution for Police		
Vendor Number:		<b>Award Period</b>	
Name of Firm:	Flock Group Inc.	<b>Beginning</b>	October 1, 2021
Contact Name:	Mr. Giorgio Giurdanella / Alex Latraverse	<b>Ending</b>	September 30, 2022
Address:	1170 Howell Mill Road, NW Unit 210		
City, State and Zip:	Atlanta, Georgia 30318	Potential Renewals	Five, one-year renewal options
E-mail:	Giorgio.giurdanella@flocksafety.com		
Phone No:	623-707-5874 / 866-901-1781		

This Contract Award Notice is issued for the establishment of a contract to provide for the purchase of Fixed Camera ALPR Solution for Police. It is to be noted that any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and will void the contract. In addition, contracted vendor is not to begin work or make delivery of awarded items until any and all required insurance are posted with the City Procurement Office.

This award notice along with the executed Services Agreement Order Form represent the award documents related to Contract T21-119-01. The pricing is shown below for the lease of cameras per contract requirements:

ITEM NO.	Awarded Products and Services	Quantity	Unit Price	Extended Price
1.	Annual fee for each camera to include all costs including equipment, software, maintenance, mobile communications, solar array, delivery, etc.	10	\$2,500	\$25,000.00
2.	Cost to remove and re-install camera at new location (First move is no charge)	1	\$250.00	\$250.00
3.	Cost of customized pole, if needed, to include installation	1	\$0.00	\$0.00
4.	Cost to install each camera on initial deployment	10	\$250.00	\$2,500.00
Total Initial Annual Cost for 10 Camera Deployment				\$27,750.00
5.	Flock Group has agreed to implement Single Sign on (SSO) access via OKTA at not cost to Tempe.			No Charge

Additional cameras can be purchased based on the pricing shown above.

  
Michael Greene, C.P.M.  
Procurement Administrator

10-7-2021  
Date

# flock safety

Flock Group Inc.  
Today's Date - Oct 06, 2021  
This proposal expires in 30 days.

Order Form  
City of Tempe PD

0064v00001tMMdKAAW

**FLOCK GROUP INC.**

**SERVICES AGREEMENT ORDER FORM – Contract T21-119-01**

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“Flock”) and the City of Tempe Police Department (“Customer”) (each of Flock and Customer, a “Party”). This order form (“Order Form”) hereby incorporates and includes the “GOVERNMENT AGENCY CUSTOMER AGREEMENT” attached (the “Terms”) which describe and set forth the general legal terms governing the relationship (collectively, the “Agreement”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations. This contract is effective October 1, 2021, and will continue for one year, unless renewed or cancelled as provided herein.

The Agreement will become effective when this Order Form is executed by both Parties (the “Effective Date”).

Customer: City of Tempe Police Department	<b>Contact:</b> Michael Greene
Address: 120 E 5th St, Tempe, AZ 85281	<b>Phone:</b> 480-350-8516
	<b>E-Mail:</b> Michael_Greene@tempe.gov
<b>Usage Fees:</b> \$2,500 per year per camera. First year estimate cost based on a 10-camera deployment is \$25,000. Additional cameras may be acquired during the contract term.	<b>Initial Term:</b> 12 Months <b>Renewal Term:</b> 60 Months in annual increments
<b>Installation Fee</b> (one-time) \$250 per camera <b>Pole Fee</b> (one-time) \$0 <b>Relocation Fee:</b> \$250 <b>Special Term:</b> Flock will provide one (1) free relocation of up to one (1) camera	<b>Billing Contact:</b> Miyoung Kim (if different than above)  <b>Expected Payment Method:</b> Purchase Order – check process

**By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached.** The Parties have executed this Agreement as of the dates set forth below.

<b>Flock Group Inc</b>	<b>Customer:</b>
<b>By:</b> <i>Alex Latraverse</i> Alex Latraverse <b>Name:</b> <b>Title:</b> VP of Sales <b>Date:</b> 10/07/2021	<b>By:</b> <i>Michael Greene</i> <b>Name:</b> Michael Greene <b>Title:</b> Procurement Administrator <b>Date:</b> 10/06/2021



**Flock Group Inc. Order Form Tempe Police Department**

**1913547138**

Document Ref: 8RMZE-DCCNC-9E9ZV-2RRVJ Page 1 of 13

**EXHIBIT A**

**Statement of Work**

Installation of 10 Flock Cameras on existing pole or Flock-supplied pole if required. Additional cameras can be placed based on pricing and terms herein. All work shall be in accordance with Contract T21-119-01 Scope of Work section along with Flock Group's proposal response and best and final offer.

**Flock Group Inc. Order Form Tempe Police Department**

**1913547138**

Document Ref: 8RMZE-DCCNC-9E9ZV-2RRVJ Page 2 of 13

**f'lock safety**

**GOVERNMENT AGENCY CUSTOMER AGREEMENT**

This Government Agency Agreement (this "**Agreement**") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 ("**Flock**") and the City of Tempe Police Department ("**Agency**"), a government agency, (each a "**Party**," and together, the "**Parties**").

**RECITALS**

**WHEREAS**, Flock offers a software and hardware solution for automatic license plate detection through Flock's technology platform (the "**Flock Service**"), and upon detection, the Flock Service creates images and recordings of suspect vehicles ("**Footage**") and can provide notifications to Agency upon the instructions of Non-Agency End User ("**Notifications**"); **WHEREAS**, Agency desires to purchase, use and/or have installed access to the Flock Service in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock System (where there is an

investigative purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

**WHEREAS**, because Footage is stored for no longer than 30 days in compliance with Flock’s records retention policy, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices; and

**WHEREAS**, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the purpose of crime awareness, crime prevention and criminal investigations by police departments and archiving for evidence gathering (“Purpose”).

#### **AGREEMENT**

**NOW, THEREFORE**, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

#### **1. DEFINITIONS**

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “*Authorized End User*” shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.2 “*Agency Data*” will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Content will include the Footage and geolocation information and environmental data collected by sensors built into the Units.

1.3 “*Documentation*” will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.4 “*Embedded Software*” will mean the software and/or firmware embedded or preinstalled on the Hardware.

1.5 “*Flock IP*” will mean the Flock Services, the Documentation, the Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.6 “*Footage*” means still images and/or video captured by the Hardware in the course of and provided via the Services.

# **flock safety**

1.7 “*Hardware*” shall mean the Flock Cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term “*Hardware*” excludes the Embedded Software.

1.8 “*Installation Services*” means the services provided by Flock regarding the installation, placements and configuration of the Hardware, pursuant to the Statement of Work attached hereto.

1.9 “*Flock Services*” means the provision, via the Web Interface, of Flock’s software application for automatic license plate detection, searching image records, and sharing Footage.

1.10 “*Non-Agency End User*” means a Flock’s non-Agency customer that has elected to give Agency access to its data in the Flock System.

1.11 “*Non-Agency End User Data*” means the Footage, geolocation data, environmental data and/or Notifications of a Non-Agency End User.

1.12 “*Unit(s)*” shall mean the Hardware together with the Embedded Software.

1.13 “*Web Interface*” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

## 2. FLOCK SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Service Term and No-Fee Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access via the Web Interface for 30 days. Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Flock will also provide Agency the Documentation to be used in accessing and using the Flock Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Flock Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, including without limitation using a third party to host the Web Interface which the Flock Services make available to Agency and Authorized End Users. Flock will pass-through any warranties that Flock receives from its then current third-party service provider to the extent that such warranties can be provided to Agency. SUCH WARRANTIES, AS PROVIDED AS HONORED BY SUCH THIRD PARTIES, ARE THE CUSTOMER’S SOLE AND EXCLUSIVE REMEDY AND FLOCK’S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE.

2.2 **Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware by Flock; in each case, solely as necessary for Agency to use the Flock Services.

2.3 **Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a

non-exclusive, non-transferable right and license to use the Documentation during the Service Term for Agency's internal purposes in connection with its use of the Flock Services as contemplated herein.

**2.4 Usage Restrictions.** The purpose for usage of the equipment, the Services and support, and the Flock IP is solely to facilitate gathering evidence that could be used in a criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture ("Permitted Purpose"). Agency will not, and

Document Ref: 8RMZE-DCCNC-9E9ZV-2RRVJ Page 4 of 13

## flock safety

will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (vi) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Application IP; (vii) use the Flock Services for timesharing or service bureau purposes or otherwise for the benefit of a third party or any purpose other than the Purpose; (viii) use the Services, support, equipment and the Flock IP for anything other than the Permitted Purpose; or (ix) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2.1, 2.2, or 2.3.

**2.5 Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

**2.6 Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency's or any Authorized End User's use of the Flock Service disrupts or poses a security risk to the Flock Service or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Flock Services to Agency or any Authorized End User is prohibited by applicable law; or (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock (each such suspension, in accordance with

this Section 2.6, a “*Service Suspension*”). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock’s registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Application Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the service suspension is not caused by Agency’s direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day).

## **2.7 Installation Services.**

*2.7.1 Designated Locations.* Prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock and Agency must mutually agree on the location (mounting site or pole), position and angle of the Units (each Unit location so designated by Agency, a “*Designated Location*”). Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency’s delay in identifying the choices for the Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready. Designated Locations that are suggested by Flock and accepted by Agency without alteration will be known as Flock Designated Locations. For relocations of installed cameras, and camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like, Agency will pay \$250 per reinstall.

Document Ref: 8RMZE-DCCNC-9E9ZV-2RRVJ Page 5 of 13

# flock safety

*2.7.2 Agency’s Installation Obligations.* Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work (e.g., location access granted Monday to Friday 8AM to 5PM, based on customer availability and at least 2 business days notice), (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or (iii) any other services performed in connection with installation of the Hardware. Any fees payable to

Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Customer if Customer did not address them or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

*2.7.3 Flock's Installation Obligations.* The Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are selected by Agency. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units and receive access to the Footage for a period of 3 business days for maintenance purposes. Customer can opt out of Flock's access in the preceding sentence, which would waive Flock's responsibility to ensure such action was successful. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party (provided the Customer is made aware of third-party entity).

*2.7.4 Security Interest.* The Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Agency agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Agency default in any payment for the Flock Services or any part thereof or offer to sell or auction the Hardware, then Agency authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

**2.8 Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Agency and shall be paid promptly upon billing.

**2.9 Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at hello@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 **Special Terms.** From time to time, Flock may offer certain “Special Terms” related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement provided the Customer agrees with those changes.

Document Ref: 8RMZE-DCCNC-9E9ZV-2RRVJ Page 6 of 13

## flock safety

### 3. AGENCY RESTRICTIONS AND RESPONSIBILITIES

3.1 **Agency Obligations.** Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person’s name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services with the exception of any electrical work/equipment needed to operationalize the designated camera location. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 **Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content and retention thereof. To the extent allowed by the governing law of the state mentioned in Section 10.6, or if no state is mentioned in Section 10.6, by the law of the State of Georgia, Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses, including without limitation costs and attorneys’ fees, in connection with any claim or action that arises from an alleged violation of the foregoing, Agency’s Installation Obligations, or otherwise from Agency’s use of the Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency’s use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

### 4. CONFIDENTIALITY; AGENCY DATA; NON-AGENCY DATA

4.1 **Confidentiality.** Each Party (the “*Receiving Party*”) understands that the other Party (the “*Disclosing Party*”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “*Proprietary Information*” of the Disclosing Party). Proprietary Information of Flock is non-public information including but not limited to features, functionality, designs, user interfaces, trade secrets, intellectual property, business plans, marketing plans, works of authorship, hardware, customer lists and requirements, and performance of the Flock Services. Proprietary Information of Agency includes non-public Agency Data, Non-Agency End User Data, and data provided by Agency or a Non-Agency End User to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services. The Receiving Party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Proprietary Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Proprietary Information and the parties’ respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Proprietary Information of the other party to those employees or agents who require access in order to perform hereunder. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock’s use of the Proprietary Information may include processing the Proprietary Information to send Agency Notifications or alerts, such as when a car exits Agency’s neighborhood, or to analyze the data collected to identify motion or other events.

The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by Receiving Party prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to Receiving Party without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party.

Document Ref: 8RMZE-DCCNC-9E9ZV-2RRVJ Page 7 of 13

## flock safety

Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any subpoena, summons, judicial order or other judicial or governmental process including relevant public records laws, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to obtain a protective order or otherwise oppose

the disclosure. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use,



preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Having received notice prior to data being deleted, Flock may store Footage in order to comply with a valid court order but such retained Footage will not be retrievable without a valid court order.

**4.2 Agency and Non-Agency End User Data.** As between Flock and Agency, all right, title and interest in the Agency Data and Non-Agency End User Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and Non-Agency End User Data and perform all acts with respect to the Agency Data and Non-Agency End User Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data and Non-Agency End User Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Flock and Agency, Agency is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Agency Data and Non-Agency End User Data. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than 30 days. Agency has a 30-day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

**4.3 Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

**4.4 Aggregated Data.** Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data and Non-Agency End User Data input into the Services (the "**Aggregated Data**"). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other marketing, development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data and Non-Agency End User Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein.

## 5. PAYMENT OF FEES

5.1 **Fees.** Agency will pay Flock the first Usage Fee, the Installation Fee and any Hardware Fee (defined on the Order Form, together the “Initial Fees”) as set forth on the Order Form no later than 30 days after contract Effective Date. Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days after the Effective Date of renewal. . All payments will be made by either ACH, check, or credit card. The first month of Services corresponding to the first Usage Fee payment will begin October 1, 2021, for 10+-camera

Document Ref: 8RMZE-DCCNC-9E9ZV-2RRVJ Page 8 of 13

## flock safety

offerings where only some of the cameras are installed at the first installation and additional cameras will be installed later, prorated Usage Fees corresponding to the then-installed cameras will be invoiced to Agency immediately after installation and to the later camera installation(s) subsequently invoiced.

5.2 **Changes to Fees.** Flock reserves the right to request a change to the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days’ notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). Full justification for any price adjustment will be provided to the Customer at the time of request and any increases in pricing shall be mutually agreed upon. Inquiries should be directed to Flock’s customer support department for any pricing discrepancies.

5.3 **Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. Agency shall be responsible for all taxes associated with Services as determined and line item billed by Flock other than U.S. taxes based on Flock’s net income.

5.4 **No-Fee Term Access.** Subject to Flock’s record retention policy, Flock offers complimentary access to the Flock System for 30 days (“**No Fee Term**”) to Agency when Non-Agency End Users intentionally prescribe access or judicial orders mandate access to Non-Agency End User Data. No hardware or installation services will be provided to Agency. No financial commitment by Agency is required to access the Flock Services or Footage. Should such access cause Flock to incur internal or out-of-pocket costs that are solely the result of the access, Flock reserves the right to invoice these costs to Agency under Section 5.3 and Agency agrees to pay them, upon written consent. For clarity, No-Fee Terms and Service Terms can occur simultaneously, and when a No-Fee Term overlaps with a Service Term, Agency agrees to pay the Initial Fees and Usage Fees payments according to Section 5.1.

## 6. TERM AND TERMINATION

6.1 **Term.** Subject to earlier termination as provided for in RFP 21-119 , the initial term of this Agreement shall be for a one-year period. . *Following the Initial Term, the agreement may be extended for an additional one year term (up to a maximum of five additional years) based on mutual written agreement. Renewal terms shall be in administered in accordance with contract 21-119-01.*

6.2 **Agency Satisfaction Guarantee.** At any time during the agreed upon term, a customer not fully satisfied with the service or solution may self-elect to terminate their contract. Self-elected termination will result in a one-time fee of actual cost of removal, said cost not to exceed \$500 per camera. Upon self-elected termination, a refund will be provided, prorated for any fees paid for the remaining Term length set forth previously. Self-termination of the contract by the customer will be effective immediately. Flock will remove all equipment at its own convenience upon termination. Advance notice will be provided.

6.3 **Termination.** In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock's breach, Flock will refund to Agency a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

Document Ref: 8RMZE-DCCNC-9E9ZV-2RRVJ Page 9 of 13

## flock safety

6.4 **Effect of Termination.** Upon any termination of the Service Term, Flock will collect all Units, delete all Agency Data, terminate Agency's right to access or use any Services, and all licenses granted by Flock hereunder will immediately cease. Agency shall ensure that Flock is granted access to collect all Units and shall ensure that Flock personnel does not encounter Hazardous Conditions in the collection of such units. Upon termination of this Agreement, Agency will immediately cease all use of Flock Services.

6.5 **No-Fee Term.** The initial No-Fee Term will extend, after entering into this Agreement, for 30 days from the date a Non-Agency End User grants access to their Footage and/or Notifications. In expectation of repeated non-continuous No-Fee Terms, Flock may in its sole discretion leave access open for Agency's Authorized End Users despite there not being any current Non-Agency End User authorizations. Such access and successive No-Fee Terms are deemed to be part of the No-Fee Term. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon 30 days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon 30 days' notice.

6.6 **Survival.** The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

## 7. REMEDY; WARRANTY AND DISCLAIMER

7.1 **Remedy.** Upon a malfunction or failure of Hardware or Embedded Software (a “Defect”), Agency must first make commercially reasonable efforts to address the problem by contacting Flock’s technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to, in its sole discretion, repair or replace the Hardware or Embedded Software suffering from the Defect. Flock reserves the right to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit; provided that such inspection and test shall occur within 72 hours after Agency notifies the Flock of defect. Flock agrees to replace cameras at the current authorized fee as published by the City of Tempe. ). Customer shall not be required to replace subsequently damaged or stolen units; however, Customer understands and agrees that functionality, including Footage, will be materially affected due to such subsequently damaged or stolen units and that Flock will have no liability to Customer regarding such affected functionality nor shall the Fees owed be impacted.

7.2 **Exclusions.** Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: Agency’s (a) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock (b) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.

7.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND INSTALLATION SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT . THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW

# flock safety

OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

**7.5 Insurance.** Flock and Agency will each maintain commercial general liability policies with policy limits as stipulated in contract T21-119-01.. Certificates of Insurance will be provided upon request.

## **8. LIMITATION OF LIABILITY AND INDEMNITY**

**8.1 Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED 10X THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA

**8.2 Additional No-Fee Term Requirements.** IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE NO-FEE TERM EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Except for Flock's willful acts, Agency agrees to pay for Flock's attorneys' fees to defend Flock for any alleged or actual claims arising out of or in any way related to the No-Fee Term.

**8.3 Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties.

**8.4 Indemnity.** To the extent permitted by law, each Party does hereby covenant and agree to indemnify, defend, and hold harmless the other Party, its elected officials, officers, employees, volunteers and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature relating to this Agreement which, are the result of any act or omission of the Party, its elected officials, officers, employees, volunteers, agents, and anyone acting under its direction or control, whether intentional or negligent, in connection with or incident to this Agreement. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement.

Document Ref: 8RMZE-DCCNC-9E9ZV-2RRVJ Page 11 of 13

## flock safety

### 9. RECORD RETENTION

**9.1 Data Preservation.** The Agency agrees to store Agency Data and Non-Agency End User Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to store the Agency Data or the Non-Agency End User Data, Agency agrees to preserve and securely store this data on Flock's behalf so that Flock can delete the data from its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

### 10. MISCELLANEOUS

**10.1 Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

**10.2 Assignment.** This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement with the

prior consent of the Agency whose consent shall not be unreasonably withheld.

**10.3 Entire Agreement.** This Agreement, together with the Order Form(s), and the Standard and Special Terms and Conditions contained in RFP 21-119, Addendum #1 and #2 and Flock Group's proposal and best and final offer. ), These documents as noted above are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

**10.4 Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

**10.5 Costs and Attorneys' Fees.** In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

**10.6 Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Arizona without regard to its conflict of laws provisions. To the extent that the arbitration language below does not apply, the federal and state courts sitting in Maricopa County, Arizona will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement. Any dispute arising out of, in connection with, or in relation to this agreement or the making of validity thereof or its

interpretation or any breach thereof shall be determined and settled by arbitration in Maricopa County, Arizona by a sole arbitrator pursuant to the rules and regulations then obtaining of the American Arbitration Association and any award rendered therein shall be final and conclusive upon the parties, and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The service of any notice, process, motion or other document in connection with an arbitration award under this agreement or for the enforcement of an arbitration award hereunder may be effectuated by either personal service or by certified or registered mail to the respective addresses provided herein.

**10.7 Publicity.** Unless otherwise indicated on the Order Form, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

**10.8 Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets

# flock safety

Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are “commercial items” and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

**10.9 Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

**10.10 Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**10.11 Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

**10.12 Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.



# flock safety

---

Flock Group Inc.  
Today's Date - Oct 06, 2021  
This proposal expires in 30 days.

Order Form  
City of Tempe PD

0064v00001tMMdKAAW

# Signature Certificate

Document Ref.: ORZBQ-FCEU3-XCTXQ-EWPQO

Document signed by:

	<p><b>Michael Greene</b> Verified E-mail: michael_greene@tempe.gov</p> <p>IP: 164.50.248.107      Date: 06 Oct 2021 20:15:09 UTC</p>	<p><i>Michael Greene</i></p> 
	<p><b>Alex Lat</b> Verified E-mail: lat@flocksafety.com</p> <p>IP: 73.7.86.182      Date: 07 Oct 2021 15:32:54 UTC</p>	<p><i>Alex Latraverse</i></p> 

Document completed by all parties on:

07 Oct 2021 15:32:54 UTC

Page 1 of 1



Signed with PandaDoc.com

PandaDoc is a document workflow and certified eSignature solution trusted by 25,000+ companies worldwide.





Financial Services  
Procurement Office  
20 E 6<sup>th</sup> Street  
Tempe, AZ 85281

May 25, 2023

**Flock Group Inc**

Kraig Gardner  
1170 Howell Mill Rd, NW Unit 210  
Atlanta, GA 30318  
kraig.gardner@flocksafety.com

RE: Renewal of Contract T21-119-01 - Fixed Camera ALPR Solution for Police

Kraig,

The contract that Flock Group Inc has with the City of Tempe is nearing the end of the contract period (September 30, 2023) and is eligible for renewal.

The City is offering this renewal based on the continuation of the current terms, conditions and pricing.

I have enclosed the Contract Renewal Notice that will have to be signed by you and returned before the current contract can be extended. Return the included forms to me no later than July 26, 2023.

This contract requires that you maintain insurance for the duration of the contract. If you choose to renew the contract you will need to provide a new Certificate of Insurance.

The certificate we have on file has an expiration date of \*Has not been received\* .

**Note: The Certificate of Insurance must list the City of Tempe as an additional insured.**

If you have any questions, please contact me.

Thank you for your assistance,

*Taylor*

Taylor Powell  
Procurement Specialist  
480-350-8617  
Taylor\_Powell@tempe.gov



Financial Services  
 Procurement Office  
 20 E 6<sup>th</sup> Street  
 Tempe, AZ 85281

## Contract Renewal Notice

**Contract Number** T21-119-01  
**Contract Description** Fixed Camera ALPR Solution for Police

**Date** May 25, 2023

99625

**Flock Group Inc**  
 Kraig Gardner  
 1170 Howell Mill Rd, NW Unit 210  
 Atlanta, GA 30318

### Renewal Information

**Beginning** October 1, 2023  
**Ending** September 30, 2024  
**Renewal** 2 of 5

### Contract Renewal Information

The City of Tempe is requesting renewal of the above mentioned contract under the same terms and conditions at either current contract prices/discounts or at prices/discounts more favorable to the City of Tempe.

If the contractor has lowered the market price(s) of any item(s) on the City's contract, then such lowered prices should be offered to the City of Tempe.

Where performance bonds and/or insurance coverage were requirements of the City's original solicitation/contract, a renewing contractor must provide evidence of bonds and/or insurance extensions as applicable to ongoing City of Tempe contract. Failure to provide insurance certificates as outlined below may result in contract cancellation.

Flock Group Inc certifies that it is not currently engaged in, and agrees for the duration of this Contact/Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393

***Contractor hereby acknowledges receipt and understanding of this Contract Renewal Notice and that a signed copy of this notice must be filed with the City of Tempe Procurement Office within thirty (30) days from the above noted issue date and the updated insurance certificates (City of Tempe included as additional insured) will be submitted.***

Please note: If included, the Affidavit of Compliance form must be completed and returned with the renewal documents. This affidavit is related to the City's new anti-discrimination ordinance that requires compliance from all City contractors.

Administrator Michael Greene, C.P.M., CPPO 480-350-8516 Michael\_Greene@tempe.gov  
 Procurement Specialist Taylor Powell 480-350-8617 Taylor\_Powell@tempe.gov

### To Be Completed and Signed By Flock Group Inc

**Contract Number** T21-119-01  
**Contract Description** Fixed Camera ALPR Solution for Police

**Contractor's Name** **Flock Group Inc**  
**Contractor's Mailing Address** 1170 Howell Mill Rd, NW Unit 210 Atlanta, GA 30318

Printed name of person signing \_\_\_\_\_  
Phone Number \_\_\_\_\_  
email Address \_\_\_\_\_

**Contractor's Authorized Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

### City of Tempe Contract Renewal Acceptance

\_\_\_\_\_  
Michael Greene, C.P.M., CPPO Date  
Administrator

\_\_\_\_\_  
Michael Greene, CPM, CPPO Date  
Procurement Administrator



---

**AFFIDAVIT OF COMPLIANCE WITH HOUSE BILL 2488**  
**SUPPLIER AGREES TO NOT USE THE FORCED LABOR OF ETHNIC UYGHURS IN THE PEOPLE'S REPUBLIC OF CHINA**

---

Per House Bill 2488 approved by the Arizona Legislature, this law stipulates that a public entity may not enter into or renew a contract with a company for the acquisition or disposition of supplies, services, goods, information technology or construction unless the contract includes written certification that the company does not currently, and agrees for the duration of the contract that it will not, use:

- The forced labor of ethnic Uyghurs in the People's Republic of China;
- Any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
- Any suppliers, contractors or sub-contractors that use the forced labor of any services or goods produce by the forced labor of ethnic Uyghurs in the People's Republic of China

Based on the above, the supplier certifies:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

# Contract Modification Notice

Financial Services  
Procurement Office  
20 E. 6<sup>th</sup> Street  
Tempe, AZ 85281



**Contract Number:** T21-119-01  
**Description:** Fixed Camera ALPR Solution for Police

**Issue Date:** March 22, 2024

99625  
Flock Group Inc  
Gwen Saltal  
1170 Howell Mill Rd, NW Unit 210  
Atlanta, GA 30318  
Office: 866-901-1781  
Email: [gwen.saltal@flocksafety.com](mailto:gwen.saltal@flocksafety.com); [hamza.albaroudi@flocksafety.com](mailto:hamza.albaroudi@flocksafety.com)

**Effective Date**  
**Beginning:** March 22, 2024

This Contract Modification is being issued to formally document a change related to the above referenced contract. It shall remain in effect through the current expiration date unless extended or canceled per terms and conditions of the above referenced contract.


## Contract Modification Information:

The City is hereby adding the following camera to this contract:


- Falcon Flex priced at \$3,500 per year.

This addition is based on a limited source determination due to the need to maintain system compatibility and integration capacity with the existing Flock fleet of cameras purchased via the competitively sourced RFP noted above.

## City of Tempe Contract Modification Acceptance

DocuSigned by:  
  
 AC0C81151024F3...  
**Flock Safety Representative**  
 Typed Name: Mark Smith

3/25/2024  
 Date

  
**Michael Greene, C.P.M., CPPO**  
 Procurement Administrator

3-26-24  
 Date

# Contract Modification

Financial Services  
Procurement Office  
20 E. 6<sup>th</sup> Street  
Tempe, AZ 85281



**Contract Number:** T21-119-01  
**Description:** Fixed Camera ALPR Solution for Police

**Issue Date:** February 26, 2024

99625  
Flock Safety, Inc.  
Gwen Saltal  
1170 Howell Mill Rd, NW Unit 210  
Atlanta, GA 30318  
Office: 866-901-1781  
Email: [gwen.saltal@flocksafety.com](mailto:gwen.saltal@flocksafety.com)

**Effective Date**  
**Beginning:** October 1, 2023,  
through September  
30, 2027 (Retro)

This Contract Modification is being issued to formally document a change related to the above referenced contract. It shall remain in effect through the current expiration date unless extended or canceled per terms and conditions of the above referenced contract. **This modification clarifies an error that was included in the previous CM which is corrected below as part of line item #3 that changes "per month" to "per year". All other information remains unchanged and is restated below:**

**Contract Modification Information:**

In accordance with the contract Special Terms and Conditions, the parties to this contract have agreed to renew the agreement for four (4) years through September 30, 2027. This extension is in line with the available renewals under the original RFP (4 years remaining). In order to secure savings, the City is utilizing this long-term extension through the end of the natural term of agreement. A new agreement has been negotiated and approved that is attached to this Contract Modification. A summary of the agreed to changes are noted below:

- 1) The agreement has been renewed through September 30, 2027.
- 2) The City currently has 33 cameras in its fleet. All of these cameras will continue to be priced at \$2500 per camera per year through September 30, 2027.
- 3) Any new cameras purchased during the renewal period will be priced at \$3,000 per camera per **month year** which will be held firm through September 30, 2027.
- 4) The parties have agreed to move the term to a fiscal year basis as noted in the attached agreement. Payment will be made up front annually based on the schedule included in the agreement and referenced below:
 

a) 12/31/2023 through 6/30/2024.....	\$42,413.01
b) 7/1/2024 through 6/30/2025.....	\$82,500.00
c) 7/1/2025 through 6/30/2026.....	\$82,500.00
d) 7/1/2026 through 9/29/2027.....	\$103,011.99
Total..... <u>\$310,425.00</u>	
- 5) There is a typo on Page 11.4 of the attached agreement, Paragraph 11.4, Entire Agreement: The reference to RFP 21-110 is hereby changed to **RFP 21-119**.

DocuSigned by:  
Mark Smith  
AC5931454624F3  
**Flock Safety Representative**  
Printed Name:

**Contract Modification Acceptance**  
2/27/2024  
Date

Michael Greene  
**Michael Greene, C.P.M., CPPO**  
Procurement Administrator

2/27/24  
Date



**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Brian Huntzinger, Water Production Manager  
**Date:** 06/12/2024  
**Meeting Date:** 06/18/2024



---

**TITLE:**

**Consideration and Approval of Contract:** Approve the Contract for the Purchase of Materials/Services with Southwest Tank and Steel, Inc., in an amount not to exceed \$353,518 for water storage tank maintenance and painting.

**STAFF RECOMMENDED ACTION:**

1. Approve the Contract for the Purchase of Materials/Services with Southwest Tank and Steel, Inc., in an amount not to exceed \$353,518 for water storage tank maintenance and painting; and
2. Authorize the City Manager to execute all necessary documents.

**Executive Summary:**

Flagstaff Water Services relies on storage tanks for both potable and reclaim water distribution systems to provide pressure and volume. Steel tanks are typically found above ground where they are subject to the elements and require periodic maintenance or painting. Water Production identified three of its potable water storage tanks in service requiring attention or maintenance for this solicitation: Railroad Springs #1, Kinlani and Woody Mountain Booster Station Forebay tanks. In addition, the Buffalo Park reclaim water storage tank was added to the project ahead of a Beautification effort to add a mural to the tank. This type of project requires specific skills from professional painting contractors.

**Financial Impact:**

Flagstaff Water Services budgeted for this Tank Maintenance Project in fiscal year 2024 in account 202-08-370-3535-0-4465 and Beautification budgeted for the base paint prior to the mural application in fiscal year 2025 in account 051-07-212-3419-5-4433.

**Policy Impact:**

None.

**Previous Council Decision or Community Discussion:**

Prior to this solicitation the most recent tank maintenance project involving a potable water storage tank was the Lake Mary Water Treatment Plant Backwash Tower approved by council in June of 2022.

**Options and Alternatives to Recommended Action:**

1. Approve the Contract for Materials/Services with Southwest Tank and Steel, Inc. in the amount of \$353,518; or
2. Do not approve the Contract for Materials/Services with Southwest Tank and Steel, Inc. and direct staff to conduct another solicitation for the painting project(s). Staff does not recommend this option as the current solicitation was very successful; or
3. Reject any maintenance and painting of potable and reclaim water storage tanks and direct staff to

decommission the associated tanks entirely and replace them with new tanks. Staff does not recommend this option as there will be significant additional costs.

### **Background and History:**

Flagstaff Water Services relies on storage tanks within both potable and reclaim water systems. These tanks are used to provide both pressure and supply/volume to the respective distribution systems. These tanks are typically composed of concrete or steel and can be either subterranean (buried) or above ground and can range in volume from tens of thousands of gallons to tens of millions (20,000 to 12,000,000 gallons). The potable water system and its sources include about 24 of these water storage tanks. In most cases, above ground storage tanks are steel and require occasional or routine maintenance or painting due to their exposure to the elements. Without proper maintenance steel surfaces can become exposed which leads to rusting, loss of metal and potential failure of the tank integrity leading to much more costly repairs or replacements. Tank maintenance is the best practice at ensuring maximum asset lifespan and water quality within water storage tanks.

The potable water tanks included in this Contract are Railroad Springs #1 (1 million gallons in volume (1MG)), constructed in 2002; Kinlani (156KG), constructed in 1990; and the Woody Mountain Booster Station Forebay (60KG), constructed in 1975. Additionally, the Buffalo Park tank (2MG), built in 1959 and now part of the reclaim water distribution system was included in the solicitation ahead of a mural project funded by BBB funds in order to provide an ideal substrate, appearance and lifespan of a mural to come and also provide maintenance of the tank.

On April 12 Purchasing staff posted an Invitation for Bids solicitation on the Planet Bids website and also advertised the solicitation in the Arizona Daily Sun newspaper. On May 10 the City received eight (8) bids from bidders and after review Southwest Tank and Steel, Inc. was deemed the lowest responsive and responsible bidder. The bids received from the City were as follows:

• Southwest Tank and Steel	\$353,518.00
• Viking Painting, LLC	\$424,300.00
• Riley Industrial Services, Inc.	\$433,724.00
• Revolution Industrial	\$553,070.67
• PPS Coatings	\$608,200.00
• TMI Coatings	\$655,500.00
• MMI Tank & Industrial Services	\$677,537.00
• Utility Service Co, Inc.	\$957,181.58

### **Connection to PBB Priorities and Objectives:**

1. Safe & Healthy Community
2. Sustainable and Innovative Infrastructure: Deliver outstanding services to residents through a health, well-maintained infrastructure system.

### **Connection to Regional Plan:**

Policy WR.2.2: Maintain and develop facilities to provide reliable, safe, and cost effective water, wastewater, and reclaimed water services.

### **Connection to Carbon Neutrality Plan:**

1. CR-1: Strengthen existing community systems to create resilience to both short-term shocks and long-term change.
2. WS-1: Improve water infrastructure and expand water reuse.

**Connection to 10-Year Housing Plan:**

None.

**Connection to Division Specific Plan:**

1. Objective 5: Accelerate Infrastructure Maintenance and Replacement
2. Objective 6: Ensure Adequate Water Resources and Plan for Climate Change
3. Objective 7: Maintain Excellent Water Quality

---

**Attachments:**    Contract for Materials/Services

## CONTRACT FOR PURCHASE OF MATERIALS/SERVICES

Contract No. 2024-145

This Contract is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Flagstaff, a political subdivision of the State of Arizona (“City”), and Southwest Tank and Steel, Inc., an Arizona Corporation (“Contractor”).

WHEREAS the City desires to receive, and Contractor is able to provide materials and/or services;

NOW THEREFORE, in consideration for the mutual promises contained herein, the Parties agree:

1. Scope of Work: Contractor shall provide the materials and/or services generally described as follows:

**Water Storage Tank Maintenance and Painting  
(Railroad Springs Tank, Kinlani Tank, Woody Mountain Booster Tank, and Buffalo Park Tank )**

and as more specifically described in the Scope of Work attached hereto as Exhibit A.

2. Compensation: City will pay Contractor for satisfactory performance of the Contract in an amount not to exceed **three hundred fifty-three thousand five hundred eighteen dollars and zero cents (\$353,518.00)** including fees and taxes, made in accordance with the Bid Schedule. Any price adjustment must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee (the Purchasing Director) may approve an amendment if the total amount of the contract as amended is less than \$100,000; otherwise, City Council approval is required.
3. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as Exhibit B are incorporated by reference and shall apply to performance of this Contract, except to the extent modified in Exhibit A.
4. Special Terms and Conditions: The City of Flagstaff Special Terms and Conditions attached hereto as Exhibit C are incorporated by reference and shall apply to the performance of this Contract, except to the extent modified in Exhibit A. If there are conflicts between the Standard Terms and Conditions and the Special Terms and Conditions, the terms contained in the Special Terms and Conditions shall prevail.
5. Insurance: Contractor shall meet insurance requirements of the City, attached hereto as Exhibit D.
6. Contract Term:
  - A. The Contract term is for a period of three (3) years unless terminated pursuant to the Standard Terms and Conditions and/or Special Terms and Conditions.
  - B. The Scope of Work for each of the water tanks identified within this contract shall be completed within 18 months of the Notice to Proceed.

- B. The Contract will be effective as of the date signed by both parties. Performance shall commence within ten (10) days from the City's issuance of the Notice to Proceed.
7. Renewal: The Contract may be renewed for up to two (2) additional one-(1) year terms by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.
  8. Extension or Renewal for Procurement: The City may unilaterally extend or renew this Contract for up to four additional ninety-day terms to allow for procurement processes upon the completion of the term of the Contract. The City Manager or his designee (the Purchasing Director) shall have authority to approve extension on behalf of the City.
  9. Notice: Any formal notice required under this Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Teddy Callan  
Procurement Specialist  
City of Flagstaff  
211 W. Aspen Ave.  
Flagstaff, AZ 86001  
[emarkel@flagstaffaz.gov](mailto:emarkel@flagstaffaz.gov)

To Contractor:

Brandon Bentley  
Project Manager/Estimator  
Southwest Tank and Steel, Inc.  
4900 Hayfield Draw Dr  
Camp Verde, AZ, 86322  
[brandon@southwesttank.com](mailto:brandon@southwesttank.com)

With a copy to:

Brian Huntzinger  
Water Production Manager  
City of Flagstaff  
211 W. Aspen Ave.  
Flagstaff, Arizona 86001  
[Bhuntzinger@flagstaffaz.gov](mailto:Bhuntzinger@flagstaffaz.gov)

With a copy to:

Jana L. Weldon  
Beautification, Arts & Sciences Program  
Manager  
City of Flagstaff  
6 E. Aspen Ave., Suite 200  
Flagstaff, AZ 86001  
[Jana.Weldon@flagstaffaz.gov](mailto:Jana.Weldon@flagstaffaz.gov)

**(REMAINDER OF PAGE INTENTIONALLY BLANK)**

10. Authority: Each party warrants that it has authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.

CONTRACTOR:

By: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF FLAGSTAFF

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office

Notice to Proceed issued: \_\_\_\_\_, 20\_\_

EXHIBIT A

CITY OF FLAGSTAFF PURCHASING DIVISION  
211 WEST ASPEN AVE.  
FLAGSTAFF, ARIZONA 86001

Solicitation No. 2024-145  
Procurement Specialist: Teddy Callan  
PH: (928) 213-2275

CITY OF FLAGSTAFF

Water Storage Tank Maintenance and Painting

BID NUMBER 2024-145

BID FORM

PLEASE SEE THE SCOPE OF WORK ATTACHED TO THE CONTRACT AS *EXHIBIT A* FOR REQUIRED MATERIALS. ENTER THE SERVICE CHARGES/BID AMOUNTS FOR THE FOLLOWING AREAS AND ALL MATERIALS SPECIFIED IN THIS SOLICITATION.

**Explanation of Bid Items**

Abrasive Blast Cleaning, Coat & Paint Exterior Surface, and Disposal of waste material Railroad Springs Tank. The lump sum price shall constitute full compensation for furnishing all labor, materials, tools, and equipment necessary to complete the Work.. The lump sum bid price shall include all work related to abrasive blast cleaning, preparation, painting removal and disposal of waste material. The Bid includes costs associated with the anniversary (one year) inspection.

**Additive Alternatives 1-3 (Bid Items 2-4) Kinlani Tank, Woody Mountain Booster Station Forebay, and Buffalo Park Tanks.** The lump sum prices for the Additive Alternates 1-3 (Bid Items 2-4) shall constitute full compensation for furnishing all labor, materials, tools, and equipment necessary to complete the Work. The lump sum bid price shall include all work related to abrasive blast cleaning, preparation, painting removal and disposal of waste material; or surface preparation using SSPC WJ4 Low Pressure Water Jetting to remove surface contaminants as defined below for each tank. The Bid includes costs associated with the anniversary (one year) inspection.

**BID ITEM #1: RATE FOR RAILROAD SPRINGS #1 TANK**

	COST
<i>See Attached for Price Clarification</i>	
Project	\$133,337 <sup>00</sup>

**BID ITEM #2: RATE FOR KINLANI TANK**

	COST
<i>See Attached for Price Clarification</i>	
Additive Alternative Project	\$ 45,758 <sup>00</sup>

---

---

**BID ITEM #3: RATE FOR WOODY MOUNTAIN BOOSTER TANK**

	COST
<i>See Attached for Price Clarification</i>	
Additive Alternative Project	\$ 24,662 <sup>00</sup>

---

---

**BID ITEM #4: RATE FOR BUFFALO PARK**

	COST
<i>See Attached for Price Clarification</i>	
Additive Alternative Project	\$ 149,761 <sup>00</sup>

---

---



CITY OF FLAGSTAFF PURCHASING DIVISION  
211 WEST ASPEN AVE.  
FLAGSTAFF, ARIZONA 86001

Solicitation No. 2024-145  
Procurement Specialist: Teddy Callan  
PH: (928) 213-2275

(All charges must be included; no extra charges will be considered at a later date. Miscellaneous charges will be considered in determining the low Bid)

*Brandon Bentley*  
Signature of Person Authorized to Sign Bid

Project Manager/ Estimator  
Title

Brandon Bentley  
Printed Name

5/9/24  
Date

Remainder of page left intentionally blank

May 9, 2024

Re: City of Flagstaff Exterior recoat projects

Below is the pricing for the exterior coatings on the (4) projects for the City of Flagstaff

**Exterior: Buffalo Park and Woody Mountain**

1. Prep- WJ4 Pressure Wash
2. Spot Prime- Epoxy applied at 5-7 Mils as needed on bare metal areas.
3. Full Prime- Epoxy Applied at 5-7Mils
4. Intermediate- Polyurethane Applied at 3-5 Mils
5. Finish- Fluoropolymer applied at 2-5 Mils

**Exterior: Railroad Springs and Kinlani**

1. Prep- SSPC SP6 Commercial blast
2. Primer- Epoxy applied at 5-7 Mils
3. Intermediate- Polyurethane applied at 3-5 Mils
4. Finish- Fluoropolymer applied at 2-5 Mils

**Buffalo Park:**

Exterior coatings	\$141,874.00
New LLI	\$4,887.00
Anniversary	\$3,000.00

**Woody Mountain:**

Exterior coatings	\$21,687.00
LLI Re number	\$975.00
Anniversary	\$2,000.00

**Railroad Springs:**

Exterior Coatings	\$125,950.00
New LLI	\$4,887.00
Anniversary	\$2,500.00

**Kinlani:**

Exterior coatings	\$38,871.00
New LLI	\$4,887.00
Anniversary	\$2,000.00



**Southwest Tank and Steel, Inc.**  
Office 928.646.5900 Fax 928.646.5908  
AZ ROC 281376

**\*Prices do not include, Containment system, Permits, NACE Inspector or Prevailing wages.**

**\*STS requires Full payments on all Invoices no later than net 30.**

*By acceptance of this bid you agree to our above terms and conditions.*

Sincerely,  
Brandon Bentley  
Project Manager/ Estimator

**SBA WOSB**  
Woman Owned Small Business



4900 N Hayfield Draw Suite I, Camp Verde Az 86322

## EXHIBIT B

### STANDARD TERMS AND CONDITIONS

(Last Updated January 19, 2023)

\*The term "Contractor" may substitute for the term "vendors," "consultants," or "firms," depending on the purpose of the underlying Contract.

#### IN GENERAL

1. **PARTIES:** The City of Flagstaff ("City") and the contractor identified in the Contract ("Contractor") may be referred to individually as "Party" or collectively as "Parties".
2. **NOTICE TO PROCEED:** Contractor shall not commence performance until after the City has issued a Notice to Proceed.
3. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract and provide copies to City upon request.
4. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of the Contract.
5. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, the Contract is non-exclusive and the City reserves the right to contract with others for materials or services.
6. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

#### MATERIALS

7. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.
8. **QUALITY:** Contractor warrants that all materials supplied under the Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials and will be safe and appropriate for use as normally used. The City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.
9. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.
10. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to the City upon the City's acceptance of the materials.

11. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.
12. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.
13. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.
14. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor may not substitute nonconforming materials and/or services. Delivery of nonconforming materials and/or services, or a default of any nature, shall constitute a breach of the Contract as a whole.
15. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.
16. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens, other than the security interest held by Contractor, until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.
17. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

## **PAYMENT**

18. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number and dates when goods had been shipped or work performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.
19. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

- 20. TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of the Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line-item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

- 21. FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.
- 22. FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by the City.
- 23. DISCOUNTS:** If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by the City.
- 24. AMOUNTS DUE TO THE CITY:** Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and charges owed to the City under the Contract.
- 25. OFAC:** No payments may be made to any person in violation of Office of Foreign Assets Control regulations. 31 C.F.R. Part 501.

## **SERVICES**

- 26. INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.
- 27. CONTROL:** Contractor shall be responsible for the control of the work.
- 28. WORK SITE:** Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.
- 29. SAFEGUARDING PROPERTY:** Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.
- 30. QUALITY:** All work shall be of good quality and free of defects, performed in a diligent and professional manner.
- 31. ACCEPTANCE:** If the City rejects Contractor's work due to noncompliance with the Contract, the City, after notifying Contractor in writing, may require Contractor to correct the

deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.

32. **WARRANTY:** Contractor warrants all work for a period of one year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be liable for the costs. This one year warranty is in addition to and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

### **INSPECTION, RECORDS, ADMINISTRATION**

33. **RECORDS:** The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five years after completion of the Contract.
34. **RIGHT TO INSPECT BUSINESS:** The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.
35. **PUBLIC RECORDS:** The Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law. A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.
36. **CONTRACT ADMINISTRATION:** Contractor will be required to participate in the City's contract administration process. Contractor will be closely monitored for Contract compliance and will be required to promptly correct any deficiencies.

### **INDEMNIFICATION**

37. **GENERAL INDEMNIFICATION:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense, arising out of the acts, errors, or omissions of Contractor, its officers, agents, employees, and subcontractors, in performing or failing to perform the responsibilities identified in the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects, and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.
38. **INTELLECTUAL PROPERTY INDEMNIFICATION:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of the alleged infringement of any patent, trademark or copyright or other proprietary rights of any third-parties arising out of Contract performance

or use by the City of materials furnished or work performed under the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

- 39. NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from an against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

### **CONTRACT CHANGES**

- 40. PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.
- 41. COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the Parties.
- 42. AMENDMENTS:** The Contract may be amended by written agreement of the Parties.
- 43. SEVERABILITY:** If any term or provision of the Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted and the remainder of the Contract shall remain in full force and effect.
- 44. NO WAIVER:** Both Parties have the right insist upon strict performance of the Contract, and the prior failure of a Party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.
- 45. ASSIGNMENT:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. Any



assignment without such consent shall be null and void. No assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to the City. The Purchasing Director shall have authority to consent to an assignment on behalf of the City.

46. **BINDING EFFECT:** The Contract shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

### **EMPLOYEES AND SUBCONTRACTORS**

47. **SUBCONTRACTING:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. The City reserves the right to withhold consent if the subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.

48. **NONDISCRIMINATION:** Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition, any Contractor whose business is located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02, *Civil Rights*, which also prohibits discrimination based on sexual orientation, or gender identity or expression.

49. **DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.

50. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the employees of the Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

### **DEFAULT AND TERMINATION**

51. **TERMINATION FOR DEFAULT:** Prior to terminating the Contract for a material breach, the non-defaulting Party shall give the defaulting Party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting Party in writing. In the event the breach is not timely cured,

or in the event of a series of repeated breaches the non-defaulting Party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the Parties may execute all remedies available at law in addition to the Contract remedies provided for herein.

52. **CITY REMEDIES:** In the event of Contractor's default, the City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. The City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.
53. **CONTRACTOR REMEDIES:** In the event of the City's default, Contractor may pursue all remedies available at law, except as provided for herein.
54. **TERMINATION FOR NONAPPROPRIATION OF FUNDS:** The City may terminate all or a portion of the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.
55. **TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, the Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If the Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination.
56. **TERMINATION DUE TO INSOLVENCY:** If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate the Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.
57. **PAYMENT UPON TERMINATION:** Upon termination of the Contract, the City will pay Contractor for satisfactory performance up until the effective date of termination. The City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.
58. **CANCELLATION FOR GRATUITIES:** The City may cancel the Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with award or performance of the Contract.
59. **CANCELLATION FOR CONFLICT OF INTEREST:** Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three years after its execution, without penalty or further liability to Contractor.

## **MISCELLANEOUS**

- 60. COOPERATIVE PURCHASE CONTRACTS:** Presuming that Contractor agreed to such during the procurement process, Contractor will enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to sell materials and services to any member of a cooperative group under the same pricing, terms and conditions of the contract awarded to the Contractor by the public procurement unit, following a competitive procurement process.
- 61. ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with the City without the prior written consent of the City.
- 62. NOTICES:** All notices given pursuant to the Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other Party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be sent by email as a secondary form of notice.
- 63. THIRD PARTY BENEFICIARIES:** The Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.
- 64. GOVERNING LAW:** The Contract shall be construed in accordance with the laws of Arizona.
- 65. FORUM:** In the event of litigation relating to the Contract, any action at law or in equity shall be filed in Coconino County, Arizona.
- 66. ATTORNEYS' FEES:** If any action at law or in equity is necessary to enforce the terms of the Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees and expenses.
- 67. FORCE MAJUERE:**
- a. There may be events that occur during the term of the Contract that are beyond the control of both the City and Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God ("Events"). These Events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of the Contract.
  - b. There shall be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the Events and the City shall not pay additional costs incurred by Contractor as a result of such Events.
  - c. The Parties shall act in good faith to extend the Contract completion date without any penalty to Contractor and that the extension will be in an amount of time equal to any temporary delay. This provision of the Contract supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.

- 68. NO BOYCOTT OF ISRAEL:** Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents (\$100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.
- 69. CHANGES TO CONTRACT:** The Contract shall not be modified within the first year after Contract award where: (a) an amendment may result in a competitive advantage that was not made available to other proposers/bidders; or (b) requests for changes may delay commencement of performance.
- 70. FORCED LABOR OF ETHNIC UYGHURS:** If Contractor engages in for-profit activity and has ten (10) or more employees, pursuant to A.R.S. §35-394, the Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware during the term of the contract that the company is not in compliance with the written certification, the Contractor shall notify the City within five (5) business days after becoming aware of the noncompliance. If the Contractor does not provide the City with a written certification that the Contractor has remedied the noncompliance within 180 days after notifying the City of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminations on the Contract termination date.

## EXHIBIT C

### CITY OF FLAGSTAFF SPECIAL TERMS AND CONDITIONS

#### Working Conditions

1. No work will be performed on Saturdays, Sundays, Holidays, or after dark without previous written permission of the City.
2. Under no circumstances will any abrasive blasting or painting operation be conducted when the relative humidity is 85% or above, when the temperature is within 5 degrees of the dew point, or when the surface of the steel is wet. No work is to be done during damp, foggy weather or when it is raining.
3. Proper spray techniques, where specified, shall be followed at all times. Only competent workmen, experienced in the application of the specified coatings, shall operate spray equipment. The use of pole guns or spray gun extensions exceeding 12" is prohibited. Brushes shall be used to work paint into cracks, corners, or "blind" spots not adequately painted by spray. The rigging used in painting this tank will be left in position, in order that all surfaces may be observed after the coatings have cured.
4. The Contractor is to be aware that all cleaning operations are to conform to all Federal, State and Local regulations. If elevated lead and/or other toxin levels are discovered by any of the governing agencies, the Contractor will be solely responsible and be prepared to contain and dispose of these materials in an established fashion which meets with the written approval of these governing agencies. The Contractor shall assume all costs in meeting these governing agencies' requirements and shall not delay or suspend any abrasive blasting or painting operations in the process. The cleaning operations will also be regulated by wind velocity and/or direction. Abrasive blasting and/or painting operations may be suspended by the on-site observer or the City if in their opinion the wind is adversely affecting the quality of the work being performed. Failure to comply with the regulations stated herein shall be cause to suspend the Contractor's work at no further cost to the City, until the containment operation functions within the stipulated requirements.

#### Safety & Health Requirements

1. This project is subject to all the Safety and Health Regulations (29 CFR Part 1926 and all subsequent amendments) as promulgated by the U.S. Department of Labor on June 24, 1974, as well as 29 CFR 1910 Permit Required Confined Spaces for General Industry: Final Rule and the Contract work hours and Safety Standards Act (40 U.S.C. 327 et. Seg.) as supplemented by the Department of Labor Regulations (29 CFR Part 5). Contractors are urged to become familiar with the requirements of these regulations.
2. The Contractor shall comply with the requirements and standards of the William's-Steiger Occupational Safety and Health Act of 1970 and all other state and local laws, ordinances, codes, etc., governing all work to be provided under the Contract documents.
3. General: In accordance with requirements set forth by regulatory agencies applicable to the construction industry and manufacturer's printed instructions and appropriate technical bulletins and manuals, the Contractor shall provide and require use of personnel protective lifesaving equipment for persons working in or about the project site.

- A. Head and Face Protection and Respiratory Devices: Equipment shall include protective helmets which shall be worn by all persons while in the vicinity of the work. In addition, workers engaged in or near the work during sandblasting shall wear eye and face protection devices and air purifying, half mask or mouthpiece respirator with appropriate filter. Barrier creams shall be used on any exposed areas of skin.
- B. Ventilation: Where ventilation is used to control hazardous exposure, all equipment shall be explosion-proof. Ventilation shall reduce the concentration of air contaminant to the degree a hazard does not exist. Air circulation and exhausting of solvent vapors shall be continued until coatings have fully cured.
- C. Illumination: Adequate illumination shall be provided while work is in progress, including explosion proof lights and electrical equipment. Whenever required by the City, the Contractor shall provide additional illumination and necessary supports to cover all areas to be observed. The level of illumination for observation purposes shall be determined by the City.
- D. Temporary Ladders and Scaffolding: All temporary ladders and scaffolding shall conform to applicable safety requirements. They shall be erected where requested by the City to facilitate observation and be moved by the Contractor to locations requested by the City.

### **Sanitary Requirements**

The Contractor and all workmen employed by him shall conduct all operations in a clean and sanitary manner. No nuisance shall be committed in a tank; the workmen shall either use proper waste receptacles or leave the tank whenever necessity arises. The Contractor shall make arrangements for portable sanitary facilities to be located onsite.

### **Protection of Surrounding Property**

The Contractor shall be responsible for protection of all other property surrounding the tank and guarantee by use of the necessary precautions against any damage to same caused by falling materials or paint. In any case where property is damaged, the Contractor shall correct same prior to any payment.

### **Personnel Supervision of Contractor**

The Contractor or his duly authorized and approved representative shall give personal attention to the fulfillment of the Contract. The Contractor shall have on the work site, at all times, a competent, English-speaking representative authorized to receive and execute any orders or directions of the City and/or any emergency personnel. The representative should also accept any notices given to the Contractor under the provisions of the Contract.

### **Application**

The Contractor shall apply the paint to the tank by the method which protects surrounding property or equipment.

The Contractor should note that the paint manufacturer or the City does not assume any responsibility for damage to property or equipment. Accordingly, the Contractor is hereby given notice that he shall be required to use the utmost precaution and to take special care in the

method and manner of applying the paint to the structures and facilities of the City and nearby residents. Furthermore, by the execution of this Contract to paint the structures and facilities in question, the Contractor shall be deemed to have agreed to indemnify and save harmless the City, from and against all liability and cost, which the City may incur as the result of any damage to property of any nature in the surrounding area, attributable to and /or caused by the application of the paint to the structures and facilities of the City. Paint thickness and methods of application shall be as specified. If the thickness of the coatings is less than that specified, additional coats will be required.

### **Submittals**

1. Schedule: Prior to ordering any coatings or doing any field work, the Contractor shall submit to the City a complete listing of all products he intends to use, indicating the surfaces and areas for each product, and stating the number of coats and the dry film thickness (DFT) of each coat. Such schedule shall be submitted sufficiently in advance of field work to allow the City to prepare a color scheme. All coatings to conform to materials outlined herein.
2. Color Cards: A minimum of 3 drawdowns of City selected color in the selected finish on 8X11 cards shall be submitted prior to the work. Contractor shall note that the project may require custom colors and the Contractor may be required to match existing site color.
3. Performance Criteria: Performance criteria indicating the proposed coating meets or exceeds ASTM test requirements for abrasion resistance, chemical resistance, adhesion, accelerated weathering, and any other pertinent test methods associated with water tank interior and exterior coating performance.
4. The Contractor is to submit a preliminary construction schedule for completion of the project and abrasive blasting procedure to be used on the project.
5. Failure to include items 1, 2, 3 and 4 will be considered an incomplete submittal.

### **Extra Work and Material**

No claims for any extra work or materials will be allowed, unless it is ordered in writing by the City and the price to be paid is agreed upon by a written agreement before the work is done or material furnished.

### **Legal Requirements**

The Contractor shall keep himself fully informed of, and comply with, all laws, ordinances and regulations of the Federal, State and Municipal governments, which may be in force during the life of the Contract, and in any manner affecting his employees or the conduct of the work or materials used on said work.

### **Subletting and Assigning Contract**

The Contractor shall not sell, transfer, assign or otherwise dispose of the Contract to any third-party.

## **General Requirements**

1. The Contractor shall examine the specifications and the drawings for the various trades, in connection with painting and finishing, and shall understand that all materials and equipment throughout the work which obviously require a painter's finish, and which are left unfinished by others, shall be painted to completion by this Contractor as a part of the work.
2. All exterior coatings are to comply with all current regulations and standards carrying the appropriate approvals from National Sanitation Foundation (N.S.F.) Standard 61 and 600 for Coatings and Linings; and meet current US EPA requirements for Volatile Organic Compounds (VOC) Compliance Level. All coatings shall meet and shall limit VOCs to the maximum allowable under the current VOC Compliant Regulations.
3. Guarantee. It will be the Contractor's obligation to guarantee his workmanship. Such guarantees shall state the products used will adhere to the surface without peeling and cracking, scaling, alligatoring, blistering, or fading for a period of at least **one year** from the date of acceptance of the painting work. Upon written notice of paint failure by any of the above, or similar reasons, the Contractor shall prepare surfaces, repaint the surface without additional cost to the City. If it is determined that the product chosen was faulty, the Contractor will still have the obligation of removing and replacing the coating without further expense to the City. Should the Contract have any reservation that the product specified will not perform as intended, he shall so notify the City and shall not proceed with that work until agreement is reached on mutually acceptable products.

## **Quality Assurance**

1. Quality assurance procedures and practices shall be utilized to monitor all phases of surface preparation, application, and observation throughout the duration of the project. Procedures or practices not specifically defined herein may be utilized provided they meet recognized and accepted professional standards and are approved by the City. The City reserves the right to have observation performed by an "City's Representative" during the project.
2. Competent Workers to be Employed: The Contractor shall employ only competent and skillful men to do the work, and whenever the City shall notify the Contractor in writing that any man on the work is, in his opinion, disrespectful, or otherwise unsatisfactory, the Contractor, on receiving such notice shall forthwith dismiss such person and shall not again employ him on any part of the work without the written consent of the City. The Contractor shall also employ a full-time supervisor/ foreman, who will be on-site at all times and responsible for the coordination of all activities and schedules between the Contractor and City as well as the performance of all work outlined herein.
3. Surface Preparation: Surface Preparation will be based upon comparison with "Pictorial Surface Preparation Standard for Painting Steel Surfaces" SSPC-Vis 1- (Latest Version Thereof) Visual Standard for Abrasive Blast Cleaned Steel.
4. Application: No coating or paint shall be applied when the surrounding air temperature of the surface to be coated or painted is below manufacturers printed instructions; to wet or damp surfaces or in rain, snow, fog or mist; when the surface temperature is less than 5 degrees Fahrenheit above the dewpoint; when it is expected the air temperature will drop below recommended temperatures six hours after application of coating or paint. Dewpoint shall



be measured by use of an instrument such as a Sling Psychrometer in conjunction with US Department of Commerce Weather Bureau Psychrometric Tables.

5. Thickness checking and Observation Devices: The Contractor shall furnish their own equipment for quality control, until final acceptance of coatings and painting, observation devices in good working condition for detection of holidays and measurement of dry-film thickness gauge and certified instrumentation to test accuracy. Thickness of coatings and paint shall be checked with a non-destructive, magnetic type thickness gauge, which shall be supplied by the Contractor and available for use at the site in accordance with SSPC-PA 2. Dry film measurement should be performed in accordance with SSPC-PA 2 measurement of dry paint thickness with magnetic gages. Use an instrument such as a Tooke Gage if a destructive tester is deemed necessary.

### **Warranty**

1. The Contractor agrees to make good, without cost to the City, any defects in the work or parts of the work furnished or built by him, and any damages due to faulty workmanship, on his part, or due to faulty or imperfect materials or equipment furnished by him, which may appear within one year from the "Date of Completion" of the work agreed to under this Contract.
2. Just prior to the expiration of one year immediately following the "Date of Completion", it is agreed that a representative of the City, a representative of the Contractor and a representative of the Manufacturer, whose paint is used for the work, shall make a complete observation of the tank to determine whether the painting work has stood up satisfactorily. A majority vote of the three parties, making the observation, shall determine whether there are any defects in the Contractor's work, which he shall repair.
3. The Contractor shall re-paint the tank or otherwise make good any defects in the work agreed to under this Contract which may be discovered by the aforesaid observation.
4. THE PERFORMANCE BOND SHALL REMAIN IN FULL FORCE AND EFFECT THROUGH THE GUARANTEE PERIOD.

### **Imperfect Work or Materials**

Any defective or any imperfect work or materials furnished by the Contractor, that may be discovered before the final acceptance of the work as established by the City's "Certificate of Completion" shall be removed immediately even though it has been overlooked by the City and estimated for payment. Any materials condemned or rejected by the City shall be marked so conspicuously and shall, on demand, be at once removed to a satisfactory distance from the work. Satisfactory work or materials shall be substituted for that rejected.

### **Observation**

1. All cleaning and painting shall be subject to routine observation by a representative of the City.
2. The City reserves the right to observe all cleaned surfaces prior to primer application and also each coat of paint prior to subsequent paint application. It is understood that such observation shall be made available to the City at any time during the performance of work.

The Contractor will give at least (24) hour notification to the City's representative as to insure availability for observation.

3. The Contractor shall correct such work as is found defective under the specification and supply such materials required to make the repairs at his own expense. If the dry film thicknesses of the applied coatings do not comply with the specified dry film thicknesses outlined, the Contractor shall apply additional coats of paint as necessary to ensure compliance with the contract specifications, at no extra cost to the City.
4. The Contractor shall maintain adequate and secure rigging facilities for use of the City's Observer. Scaffolding, boatswain chairs, spiders, or other rigging, removed prior to observation, shall be replaced at the Contractor's expense, as required by the City for thorough observation of the work. All applicable provisions of OSHA shall be adhered to.

### **Final Clean Up**

Before the final acceptance of the Project, the Contractor shall remove all equipment, temporary work, unused and useless materials, rubbish, and temporary buildings, shall repair or replace in an acceptable manner other private or public property which may have been damaged or destroyed on account of the prosecution of the work and shall leave the site of the project and adjacent public and private property in a neat and presentable condition wherever his operations have disturbed conditions existing at the time starting work.

### **Release of Final Payment**

1. The payment, for the final amount due under this Contract, shall release the City and every agent or employee of the City, and the agent and employees of any such agent, from any or all claims or liabilities on account of work performed under the Contract or any alteration thereof.
2. The Contractor shall be responsible for all damages caused to the surrounding landscaping and the City shall deduct from this Contract amount any damages not compensated by insurance of Contractor. Payment for final cleaning up and restoration of property, as above provided, will be included in the prices bid for the various scheduled items.

### **Products**

1. Acceptable manufacturers are:
  - PPG/Amercoat
  - Tnemec Company
  - Sherwin Williams
2. Coating Systems shall conform to all current regulations and standards carrying the appropriate approvals from N.S.F. (National Sanitation Foundation) Standard 61 / 600 for Coatings and Linings. All coatings, both interior and exterior, shall meet all current U.S.E.P.A Requirements for V.O.C. (Volatile Organic Compounds) Compliance Level.
3. All materials shall be brought to the jobsite in original sealed containers. They shall not be used until the City has observed contents and obtained data from information on containers

or label. Materials exceeding storage life recommended by the manufacturer shall be rejected.

4. All coatings and paint shall be stored in enclosed structures to protect them from weather and excessive heat or cold. Flammable coatings or paint must be stored to conform with City, County, State and Federal safety codes for flammable coating or paint materials. At all times, coatings and paint shall be protected from freezing.
5. Paint Coordination:
  - A. Provide finish coats which are compatible with the prime coats used.
  - B. Review other Sections of these Specifications as required, verifying the prime coats to be used and assuring compatibility of the total coating system for the various sub-strata.
  - C. Upon request, furnish information on the characteristics of the specific finish materials to assure that compatible prime coats are used.
  - D. Provide barrier coats over non-compatible primers; or remove the primer and re-prime as required.
  - E. Notify the City in writing of anticipated problems in using the specified coating system over prime coatings supplied under other Sections.
  - F. Apply paint of specified Dry Film Thickness (DFT), which thickness shall be absolute minimum coverage at any point of measurement.

### **Painting**

1. All paints and coatings shall be applied strictly in accordance with the manufacturer's instructions regarding surface preparation, pretreatments, mixing and thinning, temperature of material and substrate, curing or drying times before recoating, and all similar recommendations. Where pretreatments or subsequent coats required for film build with the products specified are omitted by virtue of the manufacturer's recommendations, a credit will be taken by the City for each coat omitted.
2. No painting shall be done when temperatures are outside of those recommended by the manufacturer in the respective product data sheets. No coating shall be applied when environmental conditions are not within the manufacturer's recommended ranges as provided in the respective product data sheets.
3. Manufacturer's Product Data Sheets are to be incorporated as part of this specification and the Safety Data Sheets (SDS) on all applicable paint materials and solvents shall be available and posted prior to commencement of work.
4. All painting practices shall be in complete accordance with the normal standards of good painting practice as outlined by the Steel Structures Painting Council in the SSPC Manuals Volume 1 and 2.

5. Any areas not finished to the complete satisfaction of the City, or City's representative shall either be removed and re-applied (all coats) or shall be given extra coats at his direction, to bring the total film thickness up to a minimum of dry mils.
6. The manufacturer's recommended drying time and application procedure will be strictly adhered to.
7. The coatings are to be cured in accordance with Manufacturer's recommendations, at the end of which time a solvent rub test will be performed to test the state of cure. If the coatings are not fully cured additional cure times will be outlined.
8. The City shall select the color(s) of the finish coats from color charts submitted by the Contractor. The intermediate and finish coat colors shall have sufficient color contrast to act as an indicator of coverage.
9. Paint System:
  - A. Number of coats and thickness requirements will vary with substrate, application method and exposure. The Contractor shall comply with requirements as stated by manufacturer.
  - B. Exterior coatings will be approved based on aesthetics as well as performance, no runs, drips, or embedded material will be accepted.
  - C. The stripe coat of paint will be brush applied to all weld seams, lap seams, bolted connections, angles, and areas of pitting and pitted areas to ensure total coverage.
  - D. No excessive spray dust or solvent entrapment will be allowed in the completed paint system.

### **General**

1. The Contractor, in submitting his bid, acknowledges that he is aware of the importance associated with the containment and disposal requirements and that he accepts the responsibility for providing environmental protection to the satisfaction of the City and the state and local governing agencies.
2. All surface preparation, coating and painting shall conform to applicable standards of the Steel Structures Painting Council, and the manufacturer's printed instructions. Materials applied prior to approval of the surface by the City shall be removed and reapplied to the satisfaction of the City at the expense of the Contractor.
3. Dust, dirt, oil, grease, or any foreign matter that will affect the adhesion or durability of the finish must be removed by washing with clean rags dipped in an approved cleaning solvent and wiped dry with clean rags.
4. Coating and painting systems include surface preparations, prime coating, and finish coatings. Unless otherwise specified, prime coating shall be field applied. Where prime coatings are shop applied, the Contractor shall instruct suppliers to provide the prime coat compatible with the finish coat specified. Any off-site work which does not conform to this specification is subject to rejection by the City.

5. The Contractor's coating and painting equipment shall be designed for application of materials specified and shall be maintained in first class working condition. Compressors shall have suitable traps and filters to remove water and oils from the air.
6. Application of the first coat shall follow immediately after surface preparation and cleaning within an eight (8) hour work-day. Any cleaned areas not receiving a first coat within an eight (8) hour period or is exhibiting "Rust Bloom" shall be re-cleaned prior to application of the first coat.

### **Waste Disposal**

1. The Contractor is responsible for the proper and legal disposal of all cleaning particulate at the completion of the surface preparation phase of the project. The disposal of the cleaning particulate as well as all paint containers shall conform to all federal, state, and local agency regulations for disposal of such debris as outlined below.
2. On-site treatment of any hazardous material will be allowed providing it complies with acceptable methods and practices as outlined by EPA regulations.
3. The Contractor will NOT be allowed to use recyclable abrasives.

### **Worker Protection**

1. The Contractor shall minimize exposure using engineering controls, proper protective equipment, and good work practices.
2. The Contractor will be responsible for development and implementation of a worker protection program.
3. The Contractor will also provide the City's Observer with appropriate respirators, in addition to all other safety equipment he/she might require while on the job site.

### **Items to be Painted**

It is not the objective of this specification to name every item which will require a painter's finish. Where items are noted, it is intended that all items of a similar material shall have the same decorative or protective coating within the same space or use area of the facility. However, as a guide to the Contractor, the following is given as typical of the items and surfaces requiring painter's finish: Exterior of steel tank and all appurtenances such as ladders, hatches, level indicators, safety railings and enclosures.

**EXHIBIT D**

**INSURANCE REQUIREMENTS**

(Updated April 10, 2024)

\*The term “Contractor” may substitute for the term “vendors,” “consultants,” or “firms,” depending on the purpose of the underlying Contract.

1. **IN GENERAL:** Contractor shall maintain insurance against claims for injury to persons or damage to property arising from performance of or in connection with the Contract by Contractor, its agents, representatives, employees, and/or subcontractors.
2. **REQUIREMENT TO PROCURE AND MAINTAIN:** Each insurance policy required by the Contract shall be in effect at, or before, commencement of work under the Contract and shall remain in effect until all of Contractor’s obligations under the Contract have been met, including any warranty periods. Contractor’s failure to maintain the insurance policies as required by the Contract, or to provide timely evidence of renewal, will be considered a material breach of the Contract.
3. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** The following insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City does not represent or warrant that the minimum limits set forth in the Contract are sufficient to protect Contractor from liabilities that might arise out of the Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

Where applicable, as related to the Scope of Work, Contractor shall provide coverage at least as broad and with limits not less than those stated below.

a. Commercial General Liability - Occurrence Form

General Aggregate	\$2,000,000
Products/Completed Operations	\$1,000,000
Each Occurrence	\$1,000,000

b. Umbrella Coverage \$2,000,000

c. Automobile Liability

Any Automobile or Owned, Hired, and Non-owned Vehicles	\$1,000,000
Combined Single Limit Per Accident for Bodily Injury & Property Damage	

d. Workers’ Compensation and Employer’s Liability

Workers’ Compensation	Statutory
Employer’s Liability: Each Accident	\$1,000,000
Disease - Each Employee	\$1,000,000
Disease - Policy Limit	\$1,000,000

4. **SELF-INSURED RETENTION:** Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that Contractor reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and/or subcontractors.

Contractor shall be solely responsible for any self-insured retention amounts. The City at its option may require Contractor to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

6. **OTHER INSURANCE REQUIREMENTS:** The insurance policies shall contain, or be endorsed to contain, the following provisions:
  - a. Additional Insured: In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired, or borrowed by Contractor.
  - b. Broad Form: Contractor's insurance policy shall contain broad form contractual liability coverage.
  - c. Primary Insurance: Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and/or subcontractors. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and/or subcontractors shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.
  - d. Each Insured: Contractor's insurance policies shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - e. Not Limited: Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.
  - f. Waiver of Subrogation: The insurance policies shall contain a waiver of subrogation against the City, its officers, officials, agents, employees, and/or subcontractors for losses arising from work performed by Contractor for the City.
7. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, and/or reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Procurement Agent and shall reference the Contract Number.
8. **ACCEPTABILITY OF INSURERS:** Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.
9. **CERTIFICATES OF INSURANCE:** Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.

10. **POLICIES:** The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by the Contract. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under the Contract.
  
11. **MODIFICATIONS:** Any modification or variation from the insurance requirements in the Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.



**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Allison Hughes, Support Services Manager  
**Date:** 06/12/2024  
**Meeting Date:** 06/18/2024



---

**TITLE:**

**Consideration and Approval of Contract:** 2024 Renewal of the Master Agreement for Software Maintenance with Hexagon for software utilized by the City of Flagstaff Police Department in the amount of \$288,790.92, plus applicable taxes.

**STAFF RECOMMENDED ACTION:**

1. Approve the 2024 Renewal of the Master Agreement for Software Maintenance with Hexagon in the amount of \$288,790.92, plus applicable taxes; and
2. Authorize the City Manager to execute all necessary documents.

**Executive Summary:**

Hexagon software manages all the Computer Aided Dispatch (CAD) and Records Management System (RMS) for public safety. Staff is requesting approval of the 2024 Renewal of the Master Agreement for Software Maintenance ("Software Agreement") with Hexagon. The Software Agreement is for the Flagstaff Police Department Records Management Software. This agreement allows the Hexagon company to provide ongoing software licensing support and maintenance as necessary. The attached quote outlines the anticipated expenditures for the fiscal year 2024-2025. The renewal of the annual software maintenance provides the means to continue to conduct day-to-day activities of the Police Department without delay. The Software Agreement may be subject to any applicable sales tax(es) to be added at a later time.

**Financial Impact:**

Project Name: Hexagon Software Yearly Maintenance

Cost: \$288,790.92

Account Number Budgeted: 001-04-061-0221-2-4231, 001-04-061-0223-2-4231, 001-04-061-0224-2-4231

FY Budgeted Amount: \$195,630. The budget overage balance will be covered by the budget in account number 001-04-061-0220-2-4290

Grant Funded: n/a

Funding Source: Costs for the software are shared with Coconino County Sheriff's Office and Northern Arizona University Police Department per Intergovernmental Agreements IGA-2023-123-AG2 and IGA-2023-126-AG2.

**Policy Impact:**

None.

**Previous Council Decision or Community Discussion:**

This is an annual software contract that has been before Council every year since 2013.

**Options and Alternatives to Recommended Action:**





**2024 Renewal**

**Hexagon Master Terms and Conditions**

**TER-2018-005-AG4**

This 2024 Renewal to the fully executed Hexagon Master Terms and Conditions, Contract No. TER-2018-005-AG4, dated September 6, 2022 (“2022 Software Agreement”) generally related to proprietary software and software maintenance services, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Flagstaff, a political subdivision of the State of Arizona (“City”), and Hexagon (“Company”).

1. The 2022 Software Agreement is hereby renewed to offer an extension of the Coverage Period.
2. The Quote Number 2024-60926, attached here as Exhibit A, will be adhered to for the remainder of the extension.

All other provisions, terms and conditions of the 2022 Software Agreement shall remain unchanged and in full effect.

IN WITNESS WHEREOF, the parties have caused this 2024 Renewal to be executed by their duly authorized representatives as of the date first written above. This 2024 Renewal will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

**City of Flagstaff**

**Hexagon**

By: \_\_\_\_\_  
Greg Clifton, City Manager

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

# EXHIBIT A



Customer:	Flagstaff Coconino AZ
Quote Number:	2024-60926
Quote Date:	02/26/2024
Expiration Date:	07/01/2024

---

## This Quotation Has Been Prepared For:

Flagstaff Coconino AZ  
Allison Hughes  
Support Services Manager  
911 E. Sawmill  
Flagstaff AZ 86001  
United States

## Ship To:

Flagstaff Coconino AZ  
Allison Hughes  
Support Services Manager  
911 E. Sawmill  
Flagstaff Arizona 86001  
United States

## Bill To:

Flagstaff Coconino AZ  
Allison Hughes  
Support Services Manager  
211 W. Aspen Ave  
Flagstaff Arizona 86001  
United States

This Quotation is issued by:

Intergraph Corporation  
305 Intergraph Way  
Madison, Alabama 35758 USA  
Tel: (256) 730-2000

# EXHIBIT A



Customer:	Flagstaff Coconino AZ
Quote Number:	2024-60926
Quote Date:	02/26/2024
Expiration Date:	07/01/2024

## Renewal Quotation

### Renewal Configuration Listing

USD

Line	Base Part	Description	Begin	End	Service Level	Months	Qty	Monthly Price	Extended Net Price
1	IPS1184TST	I/Map Editor for ArcGIS CC - Test License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
2	IPS0080C	Mobile for Public Safety CC - Comp	07/01/2024	06/30/2025	PRM	12	32	\$42.86	\$16,458.24
3	IPS1183	Intergraph Remote Content Management CC	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
4	IPS1183BCK	Intergraph Remote Content Management CC - Backup License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
5	IPS1183TST	Intergraph Remote Content Management CC - Test License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
6	IPS0012BCK	I/Page - Backup License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
7	IPS0001HABCK	I/Executive for High Availability - Backup License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
8	IPS0001HAC	I/Executive for High Availability - Component	07/01/2024	06/30/2025	PRM	12	1	\$1,932.50	\$23,190.00
9	IPS0001HATST	I/Executive for High Availability - Test License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
10	IPS0002BCK	I/Dispatcher - Backup License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
11	IPS0002TST	I/Dispatcher - Test License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
12	IPS0004BCK	I/Informer - Backup License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
13	IPS0004TST	I/Informer - Test License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
14	IPS0035	I/Backup NL	07/01/2024	06/30/2025	PRM	12	1	\$658.46	\$7,901.52
15	IPS0042IBCK	I/NetViewer - Backup License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
16	IPS0042ITST	I/NetViewer - Test License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
17	IPS0009BCK	I/Mobile Data Terminal NL - Backup License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00

This Quotation is issued by:

Intergraph Corporation  
305 Intergraph Way  
Madison, Alabama 35758 USA  
Tel: (256) 730-2000

# EXHIBIT A



Customer:	Flagstaff Coconino AZ
Quote Number:	2024-60926
Quote Date:	02/26/2024
Expiration Date:	07/01/2024

18	IPS0009TST	I/Mobile Data Terminal NL - Test License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
19	IPS0015BCK	I/Tracker - I/CAD - Backup License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
20	IPS0015TST	I/Tracker - I/CAD - Test License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
21	IPS0012TST	I/Page - Test License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
22	IPS0048BCK	I/FRMS-CADlink NL - Backup License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
23	IPS0048TST	I/FRMS-CADlink NL - Test License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
24	IPS0042I	I/NetViewer CC	07/01/2024	06/30/2025	PRM	12	15	\$48.81	\$8,785.80
25	IPS2043TST	HxGN OnCall Records - Xalt Interface - TST	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
26	IPS0002	I/Dispatcher CC	07/01/2024	06/30/2025	PRM	12	14	\$484.85	\$81,454.80
27	RMS0017TST	HxGN OnCall Records - Concurrent User License - Test License	07/01/2024	06/30/2025	PRM	12	60	\$0.00	\$0.00
28	IPS0004	I/Informer CC	07/01/2024	06/30/2025	PRM	12	2	\$648.40	\$15,561.60
29	IPS3042	EdgeFrontier Runtime Engine	07/01/2024	06/30/2025	PRM	12	1	\$500.09	\$6,001.08
30	IPS0012TST	I/Page - Test License	07/01/2024	06/30/2025	PRM	12	2	\$0.00	\$0.00
31	IPS2043	Intergraph WebRMS Connect for EdgeFrontier	07/01/2024	06/30/2025	PRM	12	1	\$871.42	\$10,457.04
32	IPS0082TST	Map Administration Utility CC - Test License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
33	IPS0004TST	I/Informer - Test License	07/01/2024	06/30/2025	PRM	12	3	\$0.00	\$0.00
34	RMS0016TST	HxGN OnCall Records - Server CC License - Test License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
35	IPS0015	I/Tracker - I/CAD NL	07/01/2024	06/30/2025	PRM	12	1	\$732.33	\$8,787.96
36	PSA2100	HxGN OnCall Records - NIBRS - Federal	07/01/2024	06/30/2025	PRM	12	1	\$237.55	\$2,850.60
37	IPS0082	Map Administration Utility CC	07/01/2024	06/30/2025	PRM	12	1	\$266.30	\$3,195.60
38	IPS0002TST	I/Dispatcher - Test License	07/01/2024	06/30/2025	PRM	12	15	\$0.00	\$0.00
39	IPS0004BCK	I/Informer - Backup License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00

This Quotation is issued by:

Intergraph Corporation  
 305 Intergraph Way  
 Madison, Alabama 35758 USA  
 Tel: (256) 730-2000

# EXHIBIT A



Customer:	Flagstaff Coconino AZ
Quote Number:	2024-60926
Quote Date:	02/26/2024
Expiration Date:	07/01/2024

40	IPS0015BCK	I/Tracker - I/CAD - Backup License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
41	PSA2100TST	HxGN OnCall Records - NIBRS - Federal - Test	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
42	IPS0009BCK	I/Mobile Data Terminal NL - Backup License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
43	RMS0018TST	HxGN OnCall Records - Jail CC - Test	07/01/2024	06/30/2025	PRM	12	20	\$0.00	\$0.00
44	IPS0009	I/Mobile Data Terminal NL	07/01/2024	06/30/2025	PRM	12	1	\$1,295.33	\$15,543.96
45	IPS0042ITST	I/NetViewer - Test License	07/01/2024	06/30/2025	PRM	12	16	\$0.00	\$0.00
46	IPS2304C	HxGN OnCall Analytics - Records Essentials NL 4 Core Comp	07/01/2024	06/30/2025	PRM	12	1	\$321.31	\$3,855.72
47	IPS2304TSTC	HxGN OnCall Analytics - Records Essentials NL 4 CoreTSTComp	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
48	GSPX5007	GeoMedia Professional CC	07/01/2024	06/30/2025	SND	12	1	\$319.84	\$3,838.08
49	IPS0002BCK	I/Dispatcher - Backup License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
50	IPS0009TST	I/Mobile Data Terminal NL - Test License	07/01/2024	06/30/2025	PRM	12	2	\$0.00	\$0.00
51	IPS0012	I/Page NL	07/01/2024	06/30/2025	PRM	12	1	\$587.61	\$7,051.32
52	IPS0012BCK	I/Page - Backup License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
53	IPS0015TST	I/Tracker - I/CAD - Test License	07/01/2024	06/30/2025	PRM	12	2	\$0.00	\$0.00
54	IPS0048	I/FRMS-CADlink CC	07/01/2024	06/30/2025	PRM	12	1	\$295.26	\$3,543.12
55	IPS0048BCK	I/FRMS-CADlink NL - Backup License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
56	RMS0017C	Exchange I/LEADS RMS Client for WebRMS Concurrent User	07/01/2024	06/30/2025	PRM	12	60	\$41.25	\$29,700.00
57	RMS0016C	Exchange I/LEADS Server for WebRMS Server	07/01/2024	06/30/2025	PRM	12	1	\$2,234.17	\$26,810.04
58	IPS3042-TST	Xalt - Integration Runtime Engine NL - Test License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
59	ESCROW	Annual Software Escrow Fee	07/01/2024	06/30/2025	PRM	12	1	\$51.03	\$612.36
60	IPSCUSTOM10	OnCall Records Livescan Interface	07/01/2024	06/30/2025	PRM	12	1	\$128.81	\$1,545.72
61	IPS0042IBCK	I/NetViewer - Backup License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00

This Quotation is issued by:

Intergraph Corporation  
 305 Intergraph Way  
 Madison, Alabama 35758 USA  
 Tel: (256) 730-2000

# EXHIBIT A



Customer:	Flagstaff Coconino AZ
Quote Number:	2024-60926
Quote Date:	02/26/2024
Expiration Date:	07/01/2024

62	RMSCUSTOM15	TraCS Interface	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
63	RMS0018	Intergraph WebJMS User License	07/01/2024	06/30/2025	PRM	12	20	\$18.75	\$4,500.00
64	IPS0048TST	I/FRMS-CADlink NL - Test License	07/01/2024	06/30/2025	PRM	12	2	\$0.00	\$0.00
65	IPS0028A	RapidSOS for I/CAD - Essentials	07/01/2024	06/30/2025	PRM	12	1	\$122.64	\$1,471.68
66	IPS0028ABCK	RapidSOS for I/CAD - Essentials - Backup	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
67	IPS0028ATST	RapidSOS for I/CAD - Essentials - Test	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
68	IPS0080BCK	Mobile for Public Safety CC - Backup License	07/01/2024	06/30/2025	PRM	12	32	\$0.00	\$0.00
69	IPS0080TST	Mobile for Public Safety CC - Test License	07/01/2024	06/30/2025	PRM	12	32	\$0.00	\$0.00
70	IPS1184	I/Map Editor for ArcGIS CC	07/01/2024	06/30/2025	PRM	12	1	\$116.69	\$1,400.28
71	IPS1184BCK	I/Map Editor for ArcGIS CC - Backup License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
72	EFCUSTOM16	Keefe to Hexagon Interface	02/01/2025	06/30/2025	PRM	5	1	\$303.63	\$1,518.15
73	IPS0080	Mobile for Public Safety CC	02/01/2025	06/30/2025	PRM	5	15	\$36.75	\$2,756.25
74	IPS0080BCK	Mobile for Public Safety CC - Backup License	02/01/2025	06/30/2025	PRM	5	15	\$0.00	\$0.00
75	IPS0080TST	Mobile for Public Safety CC - Test License	02/01/2025	06/30/2025	PRM	5	15	\$0.00	\$0.00
									\$288,790.92

This Quotation is issued by:

Intergraph Corporation  
 305 Intergraph Way  
 Madison, Alabama 35758 USA  
 Tel: (256) 730-2000



# EXHIBIT A



Customer:	Flagstaff Coconino AZ
Quote Number:	2024-60926
Quote Date:	02/26/2024
Expiration Date:	07/01/2024

## Summary

	USD
Maintenance Total	\$288,790.92
<b>Total Price*:</b>	<b>\$288,790.92</b>

\*Tax included in this quotation is an estimate only. Final tax billed will reflect the applicable tax rates at time of sale as required by law.

### Notes:

This Quote is an Order made pursuant to that certain Master Agreement dated September 6, 2022 by and between the City of Flagstaff, AZ ("Customer") and Intergraph Corporation, through its Hexagon Safety, Infrastructure & Geospatial division ("Hexagon").

This Quotation is issued by:

Intergraph Corporation  
305 Intergraph Way  
Madison, Alabama 35758 USA  
Tel: (256) 730-2000

# EXHIBIT A



Customer:	Flagstaff Coconino AZ
Quote Number:	2024-60926
Quote Date:	02/26/2024
Expiration Date:	07/01/2024

This quote is provided pursuant to separately agreed upon Terms and Conditions which are expressly identified in this Quote; but in absence of such express identification, this Quote is governed by <https://legaldocs.hexagon.com/sig/Sales/US-MT06-2021b.pdf>.

If maintenance is not purchased at the same time as you purchase products listed in this quotation, you may purchase the maintenance for the products at a later date; however reinstatement or upgrade fees shall apply.

Any commercial Off-the-shelf product information Hexagon has shared with its audience during the proposal / contract activities to date, were to provide an understanding of Hexagon's current expected direction, roadmap or vision and is subject to change at any time at Hexagon's sole discretion. Hexagon does not commit to develop the future features, functions and products discussed in this material beyond that which is specifically committed to be provided by Hexagon as part of the intended contract. The audience of this material should not factor any future features, functions or products into its current buying decision since there is no assurance that such future features, functions or products will be developed. When and if these future features, functions or products are developed, they will generally be available for licensing by Hexagon.

To place an order against this quotation, prior to the expiration date, please either fill in the required information below and have an authorized representative of your company sign this quotation, have your company issue a purchase order with the required information below and reference this quotation number, or have your company remit payment via one of the methods described in the billing and payment instructions that follow, making sure to include a reference to this quotation number. Please submit the signed quotation, your purchase order, or payment to your Account Manager. This agreement shall only become binding and effective upon the written acceptance by Hexagon or the first delivery of the products/ services within this quotation. The terms and conditions of this quotation cannot be superseded, altered, modified, or amended by subsequent Purchase Order or writing received from customer without the express written consent of Hexagon.

---

This Quotation is issued by:

Intergraph Corporation  
305 Intergraph Way  
Madison, Alabama 35758 USA  
Tel: (256) 730-2000

# EXHIBIT A



Customer:	Flagstaff Coconino AZ
Quote Number:	2024-60926
Quote Date:	02/26/2024
Expiration Date:	07/01/2024

## Signature & Reference

---

### Flagstaff Coconino AZ

Signature:

---

Printed Name:

---

Phone:

---

Date:

---

PO reference (if required for invoicing):

---

Tax Exemption ID (if applicable)

---

---

This Quotation is issued by:

Intergraph Corporation  
305 Intergraph Way  
Madison, Alabama 35758 USA  
Tel: (256) 730-2000

# EXHIBIT A

## Billing & Payment Information

---

Please check to indicate payment and billing instructions:

- My PURCHASE ORDER (PO) is attached. (Your order will be processed upon written acceptance by Hexagon. Terms and conditions printed on a customer PO shall not supersede the applicable terms and conditions attached to this quotation.)

PO Number: \_\_\_\_\_ PO Amount: \_\_\_\_\_

- I wish to pay by CREDIT CARD. Hexagon will email you a secure credit card link for you to process payment. Please provide the name and email address of the credit card holder below. (Your order will be processed upon written acceptance by Hexagon and upon authorization/approval of your credit card.)

Name as it appears on Credit Card: \_\_\_\_\_

Email address of Cardholder: \_\_\_\_\_

Signature of Cardholder: \_\_\_\_\_

- INVOICE ME based on my returning this signed acceptance sheet. No PO will be Issued. (Your order will be processed upon written acceptance by Hexagon and upon credit approval.)

- My CHECK payable to **Intergraph Corporation** has been sent to the following address

Intergraph Corporation  
7104 Solution Center  
Chicago, IL 60677-7001

(Your order will be processed upon written acceptance by Hexagon and after your check clears - approximately 5 days after receipt by our lockbox.)

Check Number: \_\_\_\_\_ Check Amount \_\_\_\_\_

- My DOMESTIC WIRE PAYMENT has been wired to :

ABA Number: 021000018  
Bank Name: Bank of New York Mellon, New York  
Favor of: Bank: SEB(Skandinaviska Enskilda Banken)  
Account Number: 890 043 9688  
For further credit to Beneficiary: Intergraph Corporation, Account #00007583

- My ACH PAYMENT has been sent to:

Account Number: 1030429611  
Company Name: Intergraph Corporation SGI  
Routing Number: 043000096  
Beneficiary Bank Name: PNC Bank N.A.  
Address: Pittsburgh, PA 15222  
Phone# 1-877-824-5001, Opt 1 and Opt 3  
Contact: Lockbox Group, Product Client Services

(Your order will be processed upon written acceptance by Hexagon.)

	FPD		NAU PD		CCSO/CCDF		Total	
	45.31%	277.46	7.77%	47.58	46.92%	287.32	100.00%	612.36
		277.46		47.58		287.32		612.36
	77.00%	73,438.97	23.00%	8,015.83	0.00%	-	100.00%	81,454.80
	77.00%	6,084.17	23.00%	1,817.35	0.00%	-	100.00%	7,901.52
	77.00%	17,856.30	23.00%	5,333.70	0.00%	-	100.00%	23,190.00
	77.00%	5,429.52	23.00%	1,621.80	0.00%	-	100.00%	7,051.32
	77.00%	6,765.07	23.00%	2,020.73	0.00%	-	100.00%	8,785.80
	77.00%	1,133.19	23.00%	338.49	0.00%	-	100.00%	1,471.68
	100.00%	3,543.12	0.00%	-	0.00%	-	100.00%	3,543.12
CAD		114,250.34		19,147.90		-		133,398.24
	44.96%	6,996.50	17.83%	2,774.63	37.21%	5,790.47	100.00%	15,561.60
	44.96%	1,725.60	17.83%	684.33	37.21%	1,428.15	100.00%	3,838.08
	44.96%	3,951.07	17.83%	1,566.89	37.21%	3,270.00	100.00%	8,787.96
	44.96%	629.57	17.83%	249.67	37.21%	521.04	100.00%	1,400.28
	44.96%	1,436.74	17.83%	569.78	37.21%	1,189.08	100.00%	3,195.60
	44.96%	758.46	17.83%	270.69	32.21%	489.00	100.00%	1,518.15
CAD Interface		15,497.94		6,115.99		12,687.74		34,301.67
	60.81%	16,303.19	10.99%	2,946.42	28.20%	7,560.43	100.00%	26,810.04
	60.81%	18,060.57	10.99%	3,264.03	28.20%	8,375.40	100.00%	29,700.00
	60.81%	1,733.45	10.99%	313.28	28.20%	803.87	100.00%	2,850.60
WEBRmS		36,097.21		6,523.73		16,739.70		59,360.64
	45.31%	2,111.40	7.77%	277.20	46.92%	2,111.40	100.00%	4,500.00
JMS		2,111.40		277.20		2,111.40		4,500.00
	44.96%	7,399.63	17.83%	2,934.50	37.21%	6,124.11	100.00%	16,458.24
	44.96%	6,988.56	17.83%	2,771.49	37.21%	5,783.91	100.00%	15,543.96
	44.96%	1,239.21	17.83%	491.44	37.21%	1,025.60	100.00%	2,756.25
MDC		15,627.40		6,197.43		12,933.62		34,758.45
	0.00%	-	0.00%	-	100.00%	1,545.72	100.00%	1,545.72
JMS		-		-		1,545.72		1,545.72
	45.31%	4,738.09	7.77%	812.51	46.92%	4,906.44	100.00%	10,457.04
	45.31%	1,747.03	7.77%	299.59	46.92%	1,809.10	100.00%	3,855.72
	45.31%	2,719.09	7.77%	466.28	46.92%	2,815.71	100.00%	6,001.08
WEBRmS		9,204.21		1,578.38		9,531.25		20,313.84
		193,065.96		39,888.21		54,291.03		288,790.92
Escrow Fee		277.46		47.58		287.32		612.36
CAD		145,375.68		31,461.32		25,621.36		202,458.36
WebRMS		45,301.42		8,102.11		27,816.67		81,220.20
JMS		2,111.40		277.20		2,111.40		4,500.00
Subtotal		193,065.96		39,888.21		55,836.75		288,790.92
taxes		16,805.79		3,457.42		4,544.50		24,688.92
		209,871.75		43,345.63		60,381.25		313,479.84



Customer:	Flagstaff Coconino AZ
Quote Number:	2024-60926
Quote Date:	02/26/2024
Expiration Date:	07/01/2024

**This Quotation Has Been Prepared For:**

Flagstaff Coconino AZ  
Allison Hughes  
Support Services Manager  
911 E. Sawmill  
Flagstaff AZ 86001  
United States

**Ship To:**

Flagstaff Coconino AZ  
Allison Hughes  
Support Services Manager  
911 E. Sawmill  
Flagstaff Arizona 86001  
United States

**Bill To:**

Flagstaff Coconino AZ  
Allison Hughes  
Support Services Manager  
211 W. Aspen Ave  
Flagstaff Arizona 86001  
United States

This Quotation is issued by:

Intergraph Corporation  
305 Intergraph Way  
Madison, Alabama 35758 USA  
Tel: (256) 730-2000



Customer:	Flagstaff Coconino AZ
Quote Number:	2024-60926
Quote Date:	02/26/2024
Expiration Date:	07/01/2024

## Renewal Quotation

### Renewal Configuration Listing

USD

Line	Base Part	Description	Begin	End	Service Level	Months	Qty	Monthly Price	Extended Net Price
1	IPS1184TST	I/Map Editor for ArcGIS CC - Test License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
2	IPS0080C	Mobile for Public Safety CC - Comp	07/01/2024	06/30/2025	PRM	12	32	\$42.86	\$16,458.24
3	IPS1183	Intergraph Remote Content Management CC	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
4	IPS1183BCK	Intergraph Remote Content Management CC - Backup License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
5	IPS1183TST	Intergraph Remote Content Management CC - Test License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
6	IPS0012BCK	I/Page - Backup License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
7	IPS0001HABCK	I/Executive for High Availability - Backup License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
8	IPS0001HAC	I/Executive for High Availability - Component	07/01/2024	06/30/2025	PRM	12	1	\$1,932.50	\$23,190.00
9	IPS0001HATST	I/Executive for High Availability - Test License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
10	IPS0002BCK	I/Dispatcher - Backup License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
11	IPS0002TST	I/Dispatcher - Test License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
12	IPS0004BCK	I/Informer - Backup License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
13	IPS0004TST	I/Informer - Test License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
14	IPS0035	I/Backup NL	07/01/2024	06/30/2025	PRM	12	1	\$658.46	\$7,901.52
15	IPS0042IBCK	I/NetViewer - Backup License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
16	IPS0042ITST	I/NetViewer - Test License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
17	IPS0009BCK	I/Mobile Data Terminal NL - Backup License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00

This Quotation is issued by:

Intergraph Corporation  
 305 Intergraph Way  
 Madison, Alabama 35758 USA  
 Tel: (256) 730-2000



Customer: Flagstaff Coconino AZ  
 Quote Number: 2024-60926  
 Quote Date: 02/26/2024  
 Expiration Date: 07/01/2024

18	IPS0009TST	I/Mobile Data Terminal NL - Test License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
19	IPS0015BCK	I/Tracker - I/CAD - Backup License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
20	IPS0015TST	I/Tracker - I/CAD - Test License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
21	IPS0012TST	I/Page - Test License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
22	IPS0048BCK	I/FRMS-CADlink NL - Backup License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
23	IPS0048TST	I/FRMS-CADlink NL - Test License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
24	IPS0042I	I/NetViewer CC	07/01/2024	06/30/2025	PRM	12	15	\$48.81	\$8,785.80
25	IPS2043TST	HxGN OnCall Records - Xalt Interface - TST	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
26	IPS0002	I/Dispatcher CC	07/01/2024	06/30/2025	PRM	12	14	\$484.85	\$81,454.80
27	RMS0017TST	HxGN OnCall Records - Concurrent User License - Test License	07/01/2024	06/30/2025	PRM	12	60	\$0.00	\$0.00
28	IPS0004	I/Informer CC	07/01/2024	06/30/2025	PRM	12	2	\$648.40	\$15,561.60
29	IPS3042	EdgeFrontier Runtime Engine	07/01/2024	06/30/2025	PRM	12	1	\$500.09	\$6,001.08
30	IPS0012TST	I/Page - Test License	07/01/2024	06/30/2025	PRM	12	2	\$0.00	\$0.00
31	IPS2043	Intergraph WebRMS Connect for EdgeFrontier	07/01/2024	06/30/2025	PRM	12	1	\$871.42	\$10,457.04
32	IPS0082TST	Map Administration Utility CC - Test License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
33	IPS0004TST	I/Informer - Test License	07/01/2024	06/30/2025	PRM	12	3	\$0.00	\$0.00
34	RMS0016TST	HxGN OnCall Records - Server CC License - Test License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
35	IPS0015	I/Tracker - I/CAD NL	07/01/2024	06/30/2025	PRM	12	1	\$732.33	\$8,787.96
36	PSA2100	HxGN OnCall Records - NIBRS - Federal	07/01/2024	06/30/2025	PRM	12	1	\$237.55	\$2,850.60
37	IPS0082	Map Administration Utility CC	07/01/2024	06/30/2025	PRM	12	1	\$266.30	\$3,195.60
38	IPS0002TST	I/Dispatcher - Test License	07/01/2024	06/30/2025	PRM	12	15	\$0.00	\$0.00
39	IPS0004BCK	I/Informer - Backup License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00

This Quotation is issued by:

Intergraph Corporation  
 305 Intergraph Way  
 Madison, Alabama 35758 USA  
 Tel: (256) 730-2000





Customer: Flagstaff Coconino AZ  
 Quote Number: 2024-60926  
 Quote Date: 02/26/2024  
 Expiration Date: 07/01/2024

40	IPS0015BCK	I/Tracker - I/CAD - Backup License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
41	PSA2100TST	HxGN OnCall Records - NIBRS - Federal - Test	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
42	IPS0009BCK	I/Mobile Data Terminal NL - Backup License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
43	RMS0018TST	HxGN OnCall Records - Jail CC - Test	07/01/2024	06/30/2025	PRM	12	20	\$0.00	\$0.00
44	IPS0009	I/Mobile Data Terminal NL	07/01/2024	06/30/2025	PRM	12	1	\$1,295.33	\$15,543.96
45	IPS0042ITST	I/NetViewer - Test License	07/01/2024	06/30/2025	PRM	12	16	\$0.00	\$0.00
46	IPS2304C	HxGN OnCall Analytics - Records Essentials NL 4 Core Comp	07/01/2024	06/30/2025	PRM	12	1	\$321.31	\$3,855.72
47	IPS2304TSTC	HxGN OnCall Analytics - Records Essentials NL 4 CoreTSTComp	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
48	GSPX5007	GeoMedia Professional CC	07/01/2024	06/30/2025	SND	12	1	\$319.84	\$3,838.08
49	IPS0002BCK	I/Dispatcher - Backup License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
50	IPS0009TST	I/Mobile Data Terminal NL - Test License	07/01/2024	06/30/2025	PRM	12	2	\$0.00	\$0.00
51	IPS0012	I/Page NL	07/01/2024	06/30/2025	PRM	12	1	\$587.61	\$7,051.32
52	IPS0012BCK	I/Page - Backup License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
53	IPS0015TST	I/Tracker - I/CAD - Test License	07/01/2024	06/30/2025	PRM	12	2	\$0.00	\$0.00
54	IPS0048	I/FRMS-CADlink CC	07/01/2024	06/30/2025	PRM	12	1	\$295.26	\$3,543.12
55	IPS0048BCK	I/FRMS-CADlink NL - Backup License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
56	RMS0017C	Exchange I/LEADS RMS Client for WebRMS Concurrent User	07/01/2024	06/30/2025	PRM	12	60	\$41.25	\$29,700.00
57	RMS0016C	Exchange I/LEADS Server for WebRMS Server	07/01/2024	06/30/2025	PRM	12	1	\$2,234.17	\$26,810.04
58	IPS3042-TST	Xalt - Integration Runtime Engine NL - Test License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
59	ESCROW	Annual Software Escrow Fee	07/01/2024	06/30/2025	PRM	12	1	\$51.03	\$612.36
60	IPSCUSTOM10	OnCall Records Livescan Interface	07/01/2024	06/30/2025	PRM	12	1	\$128.81	\$1,545.72
61	IPS0042IBCK	I/NetViewer - Backup License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00

This Quotation is issued by:

Intergraph Corporation  
 305 Intergraph Way  
 Madison, Alabama 35758 USA  
 Tel: (256) 730-2000



Customer:	Flagstaff Coconino AZ
Quote Number:	2024-60926
Quote Date:	02/26/2024
Expiration Date:	07/01/2024

62	RMSCUSTOM15	TraCS Interface	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
63	RMS0018	Intergraph WebJMS User License	07/01/2024	06/30/2025	PRM	12	20	\$18.75	\$4,500.00
64	IPS0048TST	I/FRMS-CADlink NL - Test License	07/01/2024	06/30/2025	PRM	12	2	\$0.00	\$0.00
65	IPS0028A	RapidSOS for I/CAD - Essentials	07/01/2024	06/30/2025	PRM	12	1	\$122.64	\$1,471.68
66	IPS0028ABCK	RapidSOS for I/CAD - Essentials - Backup	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
67	IPS0028ATST	RapidSOS for I/CAD - Essentials - Test	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
68	IPS0080BCK	Mobile for Public Safety CC - Backup License	07/01/2024	06/30/2025	PRM	12	32	\$0.00	\$0.00
69	IPS0080TST	Mobile for Public Safety CC - Test License	07/01/2024	06/30/2025	PRM	12	32	\$0.00	\$0.00
70	IPS1184	I/Map Editor for ArcGIS CC	07/01/2024	06/30/2025	PRM	12	1	\$116.69	\$1,400.28
71	IPS1184BCK	I/Map Editor for ArcGIS CC - Backup License	07/01/2024	06/30/2025	PRM	12	1	\$0.00	\$0.00
72	EFCUSTOM16	Keefe to Hexagon Interface	02/01/2025	06/30/2025	PRM	5	1	\$303.63	\$1,518.15
73	IPS0080	Mobile for Public Safety CC	02/01/2025	06/30/2025	PRM	5	15	\$36.75	\$2,756.25
74	IPS0080BCK	Mobile for Public Safety CC - Backup License	02/01/2025	06/30/2025	PRM	5	15	\$0.00	\$0.00
75	IPS0080TST	Mobile for Public Safety CC - Test License	02/01/2025	06/30/2025	PRM	5	15	\$0.00	\$0.00
									\$288,790.92

This Quotation is issued by:

Intergraph Corporation  
 305 Intergraph Way  
 Madison, Alabama 35758 USA  
 Tel: (256) 730-2000



Customer:	Flagstaff Coconino AZ
Quote Number:	2024-60926
Quote Date:	02/26/2024
Expiration Date:	07/01/2024

## Summary

	USD
Maintenance Total	\$288,790.92
<b>Total Price*:</b>	<b>\$288,790.92</b>

\*Tax included in this quotation is an estimate only. Final tax billed will reflect the applicable tax rates at time of sale as required by law.

### Notes:

This Quote is an Order made pursuant to that certain Master Agreement dated September 6, 2022 by and between the City of Flagstaff, AZ ("Customer") and Intergraph Corporation, through its Hexagon Safety, Infrastructure & Geospatial division ("Hexagon").

This Quotation is issued by:

Intergraph Corporation  
305 Intergraph Way  
Madison, Alabama 35758 USA  
Tel: (256) 730-2000



Customer:	Flagstaff Coconino AZ
Quote Number:	2024-60926
Quote Date:	02/26/2024
Expiration Date:	07/01/2024

This quote is provided pursuant to separately agreed upon Terms and Conditions which are expressly identified in this Quote; but in absence of such express identification, this Quote is governed by <https://legaldocs.hexagon.com/sig/Sales/US-MT06-2021b.pdf>.

If maintenance is not purchased at the same time as you purchase products listed in this quotation, you may purchase the maintenance for the products at a later date; however reinstatement or upgrade fees shall apply.

Any commercial Off-the-shelf product information Hexagon has shared with its audience during the proposal / contract activities to date, were to provide an understanding of Hexagon's current expected direction, roadmap or vision and is subject to change at any time at Hexagon's sole discretion. Hexagon does not commit to develop the future features, functions and products discussed in this material beyond that which is specifically committed to be provided by Hexagon as part of the intended contract. The audience of this material should not factor any future features, functions or products into its current buying decision since there is no assurance that such future features, functions or products will be developed. When and if these future features, functions or products are developed, they will generally be available for licensing by Hexagon.

To place an order against this quotation, prior to the expiration date, please either fill in the required information below and have an authorized representative of your company sign this quotation, have your company issue a purchase order with the required information below and reference this quotation number, or have your company remit payment via one of the methods described in the billing and payment instructions that follow, making sure to include a reference to this quotation number. Please submit the signed quotation, your purchase order, or payment to your Account Manager. This agreement shall only become binding and effective upon the written acceptance by Hexagon or the first delivery of the products/ services within this quotation. The terms and conditions of this quotation cannot be superseded, altered, modified, or amended by subsequent Purchase Order or writing received from customer without the express written consent of Hexagon.

---

This Quotation is issued by:

Intergraph Corporation  
305 Intergraph Way  
Madison, Alabama 35758 USA  
Tel: (256) 730-2000



Customer:	Flagstaff Coconino AZ
Quote Number:	2024-60926
Quote Date:	02/26/2024
Expiration Date:	07/01/2024

## Signature & Reference

---

### Flagstaff Coconino AZ

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

PO reference (if required for invoicing): \_\_\_\_\_

Tax Exemption ID (if applicable) \_\_\_\_\_

---

This Quotation is issued by:

Intergraph Corporation  
305 Intergraph Way  
Madison, Alabama 35758 USA  
Tel: (256) 730-2000

## Billing & Payment Information

---

Please check to indicate payment and billing instructions:

- My PURCHASE ORDER (PO) is attached. (Your order will be processed upon written acceptance by Hexagon. Terms and conditions printed on a customer PO shall not supersede the applicable terms and conditions attached to this quotation.)

PO Number: \_\_\_\_\_ PO Amount: \_\_\_\_\_

- I wish to pay by CREDIT CARD. Hexagon will email you a secure credit card link for you to process payment. Please provide the name and email address of the credit card holder below. (Your order will be processed upon written acceptance by Hexagon and upon authorization/approval of your credit card.)

Name as it appears on Credit Card: \_\_\_\_\_

Email address of Cardholder: \_\_\_\_\_

Signature of Cardholder: \_\_\_\_\_

- INVOICE ME based on my returning this signed acceptance sheet. No PO will be Issued. (Your order will be processed upon written acceptance by Hexagon and upon credit approval.)

- My CHECK payable to **Intergraph Corporation** has been sent to the following address

Intergraph Corporation  
7104 Solution Center  
Chicago, IL 60677-7001

(Your order will be processed upon written acceptance by Hexagon and after your check clears - approximately 5 days after receipt by our lockbox.)

Check Number: \_\_\_\_\_ Check Amount \_\_\_\_\_

- My DOMESTIC WIRE PAYMENT has been wired to :

ABA Number: 021000018  
Bank Name: Bank of New York Mellon, New York  
Favor of: Bank: SEB(Skandinaviska Enskilda Banken)  
Account Number: 890 043 9688  
For further credit to Beneficiary: Intergraph Corporation, Account #00007583

- My ACH PAYMENT has been sent to:

Account Number: 1030429611  
Company Name: Intergraph Corporation SGI  
Routing Number: 043000096  
Beneficiary Bank Name: PNC Bank N.A.  
Address: Pittsburgh, PA 15222  
Phone# 1-877-824-5001, Opt 1 and Opt 3  
Contact: Lockbox Group, Product Client Services

(Your order will be processed upon written acceptance by Hexagon.)

**INTERGOVERNMENTAL AGREEMENT FOR DISPATCH SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT FOR DISPATCH SERVICES (“Agreement”) is entered into this 6<sup>th</sup> day of February, 2023, between the City of Flagstaff (“City”), an Arizona municipal corporation, on behalf of the Flagstaff Police Department (“FPD”) and Coconino County (“County”), a political subdivision of the State of Arizona, on behalf of the Coconino County Sheriff’s Office (“CCSO”).

**RECITALS**

A. The City and the County entered into an Intergovernmental Agreement (“IGA”) dated July 1, 2000, for the establishment of the City/County Law Enforcement Administrative Facility at Sawmill Road, within the City of Flagstaff, Coconino County, Arizona, (“Law Enforcement Facility”) for the FPD and the CCSO.

B. The City, through the FPD, operates, manages and maintains a dispatching facility, emergency communications system, automated computer-aided dispatching system, telephones and recording equipment and dispatch personnel for the operation of a dispatch center located at the Law Enforcement Facility; and the FPD is the primary Public Safety Answer Point (PSAP) for all 9-1-1 calls within its area of responsibility. The FPD provides emergency dispatching for police, fire, and medical agencies within the City of Flagstaff and contracts to provide dispatch services to other agencies.

C. The County, through the CCSO, desires the City, through the FPD, to provide law enforcement dispatch within the jurisdiction of the CCSO’s responsibilities, and the City desires to provide such services to the County, in accordance with the terms of this Agreement.

D. In furtherance of the overall purposes of the IGA, the City and the County desire to establish a formal agreement between them for the provision by the FPD of dispatch services to the CCSO.

NOW, THEREFORE, pursuant to Arizona Revised Statutes Section 11-952, authorizing agreements for services among two or more public agencies, and in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

**AGREEMENT**

**SECTION 1: TERM**

This Agreement commences on date of signature and runs for an initial period through June 30, 2023. Thereafter, unless terminated under the terms hereof, this Agreement is automatically renewed each year for an additional one-year period commencing on the first day of July after the expiration of the initial period or a period subsequent thereto, for five years. Effective as of the date hereof, this Agreement shall replace the Initial Agreement,

as amended, in its entirety, and the Initial Agreement shall terminate immediately without further action.

## **SECTION 2: SCOPE OF CITY'S SERVICES**

The City, through the FPD, agrees to provide dispatch services to the County, through the CCSO, twenty-four (24) hours a day, seven (7) days a week during the term and any extended term of this Agreement as follows:

2.1. FPD dispatch personnel will receive, and process calls for service in a courteous, efficient and customer service-oriented manner. The FPD will provide automated dispatching utilizing computer-aided dispatching. The capabilities the FPD will make available to the CCSO include: Location of events utilizing cross streets, addresses and varied map coordinates as may be available, maintenance of status time, including time received, time dispatched, time first unit on scene and time last unit cleared scene. Routine radio contact between the FPD and the CCSO will include tracking status and location of all designated units operated by the CCSO.

2.2. If requested by the CCSO, the FPD will provide summary listings to the CCSO of call data by month, quarter or year as generated by the CAD system.

2.3. The FPD will record all CCSO radio transmissions from the CCSO primary dispatch channel as received at the dispatch center, and all telephone transmissions on emergency lines present in the FPD dispatch center. The FPD will maintain all recordings for a period not to exceed three hundred sixty-five days (365) calendar days, after which such records shall be destroyed. The FPD will provide recordings of incidents to CCSO when requested in a timely manner on standard compact disk media.

2.4. The City maintains two redundant on-line servers for the CAD operation and will regularly backup these servers. Every effort will be made to maintain a 100% up- time and will schedule required downtime maintenance with users whenever possible. The City cannot be responsible for unexpected downtime and maintains a manual backup for such eventuality.

2.5. All supervision, hiring and discipline of communications personnel will remain the sole responsibility and under the authority of the FPD.

## **SECTION 3: COUNTY'S OBLIGATIONS**

3.1. The County, through the CCSO, agrees to supply and maintain all equipment required to provide voice radio dispatching up to a demarcation point established as the connection to the FPD dispatch center console interface patch panel. Additionally, the County, through the CCSO, agrees to pay for the installation and cost of any radio equipment or telecommunications circuits beyond the demarcation point, which are added to the FPD dispatch console equipment in order to provide basic dispatch service. The FPD agrees to maintain all equipment beyond the demarcation point following installation and any warranty period expiration.



3.2. The CCSO agrees to work within any existing procedures used by the FPD for dispatching. However, procedures for specific requirements of law enforcement dispatching for the CCSO, if agreed upon by both parties, shall be documented in the Flagstaff Police Department Communications Manual and thereafter shall be utilized for dispatching the CCSO.

3.3 The City will provide Dispatch services to the County. The County and City will pay the pro-rata shares of the cost of the Dispatch services.

3.4 The staff of the City and County will meet and provide budget estimates for Dispatch services for the following budget cycle, no later than the end of December or when each agency deadline occurs.

3.5 The methodology for charging Dispatch services splits costs based on the number of calls an agency receives to Dispatch.

3.5 The City will issue invoices to the County for their pro-rata shares of the cost of Dispatch services on a bi-annual basis.

3.6 In the event that the cost of providing Dispatch services exceeds the amount budgeted, the City and County will each pay their respective pro-rata share of any such overrun within ninety (90) days after the end of the Period in which the overrun occurs.

3.7 In the event that the cost of providing Dispatch services is under the amount budgeted, the City and County will each receive a credit for their respective pro-rata share of any such credit within ninety (90) days after the end of the Period in which the overrun occurs.

3.8 A call for service shall mean: any call where a field unit is sent to a location of an incident or to assist a citizen or any time a field unit initiates activity that would, otherwise, have resulted in the dispatch of a field unit.

The City will provide fee schedules in July, beginning with July 2022, as Schedule "A" to this Agreement, for the following year once the City fiscal budget has been approved by the City Council. Schedule "A" will include the total budgetary cost of operating the dispatch center, the previous year's total calls for service and an estimate of the total calls for service for the following year. The parties may modify this Agreement during the initial term set forth in Section 1 through administrative review and approval by the City Manager and County Manager as needed to accommodate operational efficiency between the City and the County.

#### **SECTION 4: AUTHORIZED REPRESENTATIVES**

The City and County mutually agree that a process to solve problems and manage change as the Communications Center continues to evolve and grow in sophistication is essential to the proper administration of this Agreement. The City, through the FPD, the County, through the CCSO, hereby designate the following representatives who shall have authority to represent the City and the County, respectively, in carrying out the terms of this Agreement:

Police Department Authorized Representative: Chief  
Sheriff's Office Authorized Representative: Sheriff

If a party changes its representative, such party shall provide notice to the other party of the name of the new representative in accordance with Section 8.

#### **SECTION 5: TERMINATION**

5.1. Either party may terminate this Agreement by providing written notice thereof to the other no less than ninety (90) days prior to the anniversary date of this Agreement.

5.2. In the event of termination of this Agreement by the County, or by the City pursuant to Section 5.3 below, the CCSO shall be responsible for all costs associated with the disconnecting and removal of all radio and telecommunications circuits which were installed in accordance with Section 3.1, and which are exclusive to the CCSO.

5.3. The City shall also have the right to terminate this Agreement upon written notice thereof to the County in the event the County fails to make any payment due the City under this Agreement within sixty (60) calendar days of the due date thereof.

#### **SECTION 6: LIABILITY AND INDEMNIFICATION**

6.1. The City, the FPD and their officials, employees and agents, shall not be liable for damages to the County, CCSO or third parties as a result of any failure by the FPD to perform any of the FPD's obligations set forth in Section 2 of this Agreement if such failure arises out of or results from the failure of CCSO to submit correct and complete data to the FPD or the failure of the CCSO to provide or maintain equipment as set forth in Section 3.1 above.

6.2. No party to this Agreement, their agents, officials and employees, shall be liable to any other party for failure to comply with any of the terms and conditions of this Agreement where any failure to comply is caused by an act of God, court order, government regulation or requirement, other than those imposed by that party, strike, fire, flood, windstorm, breakdown or other damage to equipment, power failure or any other cause beyond the reasonable control of that party.

6.3. The County covenants and agrees to indemnify, save, hold harmless and defend the City, the FPD and their agents, officials and employees, from and against any and all claims, demands, costs, actions, suits, liabilities, losses and expenses, of whatever kind and nature whatsoever, that may arise out of or result from any act, action or omission of the County, the CCSO, their employees, agents or contractors under this Agreement, including, but not limited to, the CCSO's failure to submit correct and complete data to the FPD or the failure of the CCSO to provide and maintain equipment as set forth in Section 3.1 above. The County's covenants and obligations under this indemnity provision shall survive any termination of this Agreement.

6.4. Except as otherwise provided in this Section 6, the City covenants and agrees to indemnify, save, hold harmless and defend the County, the CCSO and their agents, officials and employees, from and against any and all claims, demands, costs, actions, suits, liabilities, losses and expenses, of whatever kind and nature whatsoever, that may arise out of or result from any act, action or omission of the City, the FPD, their employees, agents or contractors under this Agreement, or as a result of any failure of any equipment which the City is required to maintain under the terms of this Agreement. The City's covenants and obligations under this indemnity provision shall survive any termination of this Agreement.

## **SECTION 7: DISPUTE RESOLUTION**

### **7.1. Mediation**

If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to arbitration. Mediation will be self-administered and conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, NY 10017, (212) 949-6490, [www.cpradr.org](http://www.cpradr.org), with the exception of the mediator selection provisions, unless other procedures are agreed upon by the parties. Unless the parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each party agrees to bear its own costs in mediation. The parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation.

### **7.2. Arbitration**

If mediation is unsuccessful to resolve any controversy or claim arising out of or relating to this Agreement or the breach of this Agreement, the parties agree to resort to arbitration as provided in Sections 12-1518 and 12-133, Arizona Revised Statutes.

## **SECTION 8: NOTICES**

Any notice or communication required under this Agreement shall be in writing and shall be effective when personally delivered or when addressed:

If to Coconino County:                    Coconino County  
    Attention: County Manager  
    219 E. Cherry Avenue  
    Flagstaff, Arizona 86001

With a copy to:                              Coconino County Sheriff's Office  
    Attention: Sheriff  
    911 E. Sawmill Road  
    Flagstaff, Arizona 86001

If to the City: City of Flagstaff  
Attention: Deputy City Manager  
211 W. Aspen Avenue  
Flagstaff, Arizona 86001

With a copy to: City of Flagstaff Police Department  
Attention: Chief of Police  
911 E. Sawmill Road  
Flagstaff, Arizona 86001

and deposited, postage prepaid, and certified with return receipt requested, in the United States mail.

### **SECTION 9: GENERAL PROVISIONS**

9.1. Maintenance of the FPD dispatch center and all on-premise PSAP and radio equipment shall be the sole responsibility of the FPD, with respect to which the CCSO shall share costs of maintenance and operation as provided in the 2022 Information Technology Intergovernmental Agreement, among the City of Flagstaff, Coconino County and the Coconino County Jail District concerning those parties' obligations relating to the Intergraph Public Safety, Inc. software system.

9.2. Employees of the respective parties shall not be considered employees or agents of the other, and the City and the County agree that they shall retain sole responsibility and authority over their respective employees.

9.3. Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations under this Agreement and has taken all required acts or actions necessary to authorize the same.

9.4. Each party acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties, except as expressed in this Agreement, and that this Agreement constitutes the parties' entire agreement with respect to the matters addressed in this document. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are superseded and merged in this Agreement. Except as to modifications to Schedule A to this Agreement as set forth in Section 3.3 above, which may be modified with the approval of the Sheriff and Chief of Police, this Agreement may be modified or amended only by written agreement signed by or for both parties and filed with the Coconino County Recorder, and any modification or amendment will become effective on the date so specified, but no earlier than the date of the filing with the County Recorder.

9.5. This agreement may be cancelled pursuant to A.R.S. § 38-511.

9.6. No failure to enforce any condition or covenant of this Agreement will imply or constitute a waiver of the right of a party to insist upon performance of the condition or covenant, or of any other provision of this Agreement, nor will any waiver by either party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach under this Agreement.

9.7. No party shall be liable to any other for failure to comply with any of the terms and conditions of this Agreement where any failure to comply is caused by an act of God, court order, government regulation or requirement, strike or labor difficulty, fire, flood, windstorm, breakdown or other damage to equipment, or any other cause beyond the reasonable control of the party at fault.


9.8. This Agreement will be governed, interpreted and enforced in accordance with the laws of the State of Arizona.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

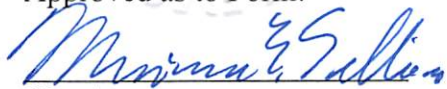
CITY OF FLAGSTAFF

  
Becky Daggett, Mayor


Attest:

  
City Clerk

Approved as to Form:

  
City Attorney

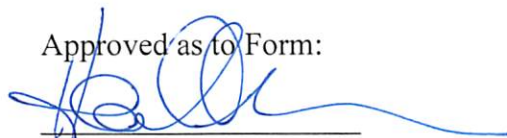
COCONINO COUNTY

  
Patrice Horstman,  
Chairman of the Board of Supervisors

Attest:

  
Clerk of the Board

Approved as to Form:

  
Deputy County Attorney

## SCHEDULE A

### City of Flagstaff Dispatch Shared Costs - Program 0224 Fiscal Year 2022

	Budget	Actual
Direct Costs - Police Dispatch O&M 0224	\$ 2,979,171	\$ 3,041,251
NAI: Pinewood Reimbursement for CAF	121,687	(28,514)
(1) Indirect Costs - Police Admin O&M 0220	439,107	331,342
(2) Capital	275,000	-
Subtotal	1,871,591	3,116,681
Cost Allocation 3.92%	145,763	111,648
<b>Total Dispatch Cost</b>	<b>\$ 3,817,351</b>	<b>\$ 3,447,729</b>
(3) Fire Specialist - Highlands	641	379
Fire Specialist - Blue Ridge	165	124
Fire Specialist - Pinewood	403	255
Fire Specialist - Forest Lakes	287	148
Fire Specialist - Summit Fire	1,007	778
<b>Total Dispatch and Fire Specialist</b>	<b>3,819,856</b>	<b>3,449,417</b>
(4) City (Police and Fire)	72.28%	72.71%
Highlands	1.05%	0.92%
Blue Ridge	0.27%	0.32%
Pinewood	0.66%	0.64%
Forest Lakes	0.47%	0.37%
Summit Fire	1.62%	1.92%
County	23.31%	22.86%

City (Police and Fire)	2,759,183	2,506,844
Highlands	40,723	33,132
Blue Ridge	10,472	11,161
Pinewood	25,598	22,320
Forest Lakes	18,229	12,905
Summit Fire	63,993	68,009
County	889,825	788,151
<b>TOTAL</b>	<b>3,808,023</b>	<b>3,442,522</b>

	Budget	Actual
Cost per Call		
	47.71	46.31

(1) Indirect Calculation		
Section 061 O&M	18,621,425	14,154,105
Less Admin O&M (020)	2,214,156	1,664,881
Section 061 Operations	16,407,269	12,489,222
Dispatch O&M 0224	3,254,171	3,041,251
Dispatch as % of Section 061 Operations	19.83%	18.22%
Section 061 Admin O&M Allocation to 0224	439,107	331,342

	Annual	Annual
(2) Capital Calculation		
Server Replacements	275,000	-
Total Annual Capital Allocation	275,000	-

(3) Fire Specialist Special Projects	61,000	39,897
Total Annual Fire Specialist	61,000	39,897

	FY 2022 Actual		
	# Calls/Service	% Calls/Service	% Calls/Service
City - Police	39,002	52.26%	52.40%
City - Fire	15,111	20.02%	20.31%
USFS	119	0.24%	0.16%
USNSP	31	0.07%	0.04%
Highlands Fire	706	1.05%	0.95%
Pinewood	474	0.66%	0.64%
Summit Fire	1,469	1.62%	1.92%
Blue Ridge Fire	241	0.27%	0.32%
Forest Lakes Fire	273	0.47%	0.37%
County	17,009	23.31%	22.86%
<b>Total</b>	<b>74,418</b>	<b>100.00%</b>	<b>100.00%</b>

**RECORDS MANAGEMENT, FILING AND REPORTING SERVICES  
INTERGOVERNMENTAL AGREEMENT**

THIS RECORDS MANAGEMENT, FILING AND REPORTING SERVICES INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into this 6<sup>th</sup> day of February, 2023, among the City of Flagstaff (“City”), an Arizona municipal corporation, on behalf of the Flagstaff Police Department (“Police Department”), Coconino County (“County”), a political subdivision of the State of Arizona, on behalf of the Coconino County Sheriff’s Office (“Sheriff’s Office”), and the Coconino County Jail District, a political subdivision of the State of Arizona (“Jail District”).

RECITALS

A. The City, County and Jail District entered into an Intergovernmental Agreement (“IGA”) dated July 1, 2000, for the establishment of the City/County Law Enforcement Administrative Facility at Sawmill Road, within the City of Flagstaff, Coconino County, Arizona, for the Police Department and the Sheriff’s Office.

B. The Flagstaff Police Department Records Section (“Records Section”) provides support for law enforcement personnel, manages law enforcement records, files and reports and provides limited public access to law enforcement records.

C. In furtherance of the overall purposes of the IGA, the City, County and Jail District desire to establish a formal agreement for the provision by the Police Department Records Section of services to the Sheriff’s Office and Jail District consisting of the storage, retrieval and disposition of certain of the records under the management of the Sheriff’s Office and Jail District.

NOW, THEREFORE, pursuant to Arizona Revised Statutes Section 11-952, authorizing agreements for services among two or more public agencies, and in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

AGREEMENT

ARTICLE I

TERM

A. This Agreement shall commence on date of signature and runs for an initial period through June 30, 2023. Thereafter, unless terminated under the terms hereof, this Agreement is automatically renewed each year for an additional one-year period



commencing on the first day of July after the expiration of the initial period or a period subsequent thereto, for five years. Effective as of the date hereof, this Agreement shall replace the Initial Agreement, as amended, in its entirety, and the Initial Agreement shall terminate immediately without further action.

This Agreement may be terminated at the end of a period by any party hereto upon written notice of termination delivered to the other parties hereto prior to the first day of April in that period.

## ARTICLE II

### SCOPE OF CITY'S SERVICES

A. GENERAL SCOPE. The City, through the Records Section of the Police Department, agrees to accept documents from the Sheriff's Office and Jail District ("Records") for filing, storage, retrieval, management and control as set forth in more detail below. The Records to be provided by the Sheriff's Office and Jail District to the Records Section will include, but not be limited to, the following classes of documents, copies of which are attached to this Agreement and designated as the respective exhibits appearing after each document listed:

1. Jail Booking Records
2. Traffic Citation
3. Department Report
4. Vehicle Accident Report
5. Private Property Accident

Sheriff's Office and Jail District personnel will regularly provide Records to the Records Section. Unless otherwise specified below, Records Section personnel will file the Records according to the following timeline, provided that each Record contains all of the information necessary for filing. The Records Section shall process all Records through the following steps within twelve (12) hours of receipt by the Records Section:

- 1) Department Reports placed in numerical order; Criminal History Files placed in order by booking number.
- 2) Copied and routed as required.
- 3) Sheriff's Office Department Reports shall be date stamped received by the Records Section.

The City, County and Jail District acknowledge that the Records listed above are not intended to be a comprehensive list of all Records but are listed as the classes of documents that will be provided by the Sheriff's Office and Jail District to the Records Section and are an indication of the volume and complexity of the information flow from the Sheriff's

Office and Jail District to the Records Section. The City, County and Jail District further agree that the priority in proceeding with the Records work shall be at the discretion of the Records Section Supervisor, subject to the time restrictions set out above.

The Records Section will store Sheriff's Office Department Reports for no more than three (3) years plus the current year. Within forty-five (45) days of the start of each year, the Records Section will box hard copy Records three (3) years or older (not to include the current year) and deliver to the Sheriff's Office. The Records Section will box and deliver Criminal History Files on subjects that have no activity and/or have not been booked for three (3) years plus the current year to the Jail District within forty-five (45) days of the start of each year. The Records Section will not accept any permanent Sheriff's Office or Jail District Records, as defined by the Arizona State Department of Library and Archives, at any time.

The Records Section shall submit all Sheriff's Office and Jail District records to any and all local, national, and international law enforcement networks as requested by the Sheriff's Office and Jail District, as applicable.

B. PERSONNEL. The Police Department shall hire Records Section personnel through City of Flagstaff personnel policies and procedures and in such a manner as to protect the integrity and confidentiality of the Records.

C. EQUIPMENT. The Police Department shall provide emergency repairs, temporary personnel and any other means and methods necessary to protect the Records, files and reports from any failure of the records and reports equipment and systems.

D. RECORDS RETENTION AND STORAGE. The Records Section shall be responsible for the storage, retrieval, and disposition of all Records under its management in accordance with the records retention and storage requirements of the State of Arizona, as provided in Arizona Revised Statutes Section 41-1346, et seq.

E. SECURITY OF COMPUTER DATA BASE. The Police Department shall provide security against unauthorized access to the Sheriff's Office's and Jail District's computer records databases and hard copy files under the Record Section's control. This security shall include methods of detecting unauthorized access. The Police Department shall make security checks on a frequent but irregular basis on all telecommunications and/or data lines serving the computers.

F. SECURITY OF RECORDS. The Records Section shall provide security for all law enforcement records and files in its possession, including reasonable physical security with locks and alarms, and the secured storage areas shall be in compliance with Building Codes and Fire Codes.

Original Records may not be removed from the Records Section other than for viewing or copying, except upon presentation of a written authorization signed by an Authorized Representative of a party specifically describing the document to be removed and the

reason for its removal. Duplicate copies of original documents may be removed from a file in accordance with the terms and conditions of this Agreement.

**G. PUBLIC INFORMATION COUNTER WINDOW SERVICE.** The Records Section personnel shall provide courteous, efficient and effective service to those citizens utilizing the Records service and shall assist citizens in the completion of various forms as may be required to use the Records service. Records personnel will assist visitors in locating Sheriff staff in the facility when necessary. The Records Section personnel shall follow all Police Department policies and procedures.

Records Section personnel shall verify that the citizen has properly completed the proper records request form. Records Section personnel may release the Records listed below without the review of the Sheriff's Office's Records Custodian.

**Record List:**

- 1) Arizona State Motor Vehicle Accident Report Forms and supplements for accidents on cases other than fatality accidents;
- 2) Department Reports and any attached list of damaged or stolen property for any property crime with no suspect information may be released to the victim or the victim's representative.
- 3) Other records as mutually agreed in writing by the Sheriff's Office, Jail District and the Police Department.

The Records Section shall be equipped with a Telecommunications Device for the Deaf. Appropriate personnel shall be trained in the use of the device.

**H. REPORTING INFORMATION.** The Records Section shall make Department Reports and files available for daily, weekly, monthly or other timely retrieval as reasonably required by the Sheriff's Office and Jail District. In the event of a scheduling conflict at or during the time that a report is ordered or printed, Sheriff's Office and Jail District requests shall have equal priority with requests made by the Police Department. The Sheriff's Office and Jail District recognize that timely and accurate records, files, and reports are dependent upon prompt delivery of information to the Records Section.

**I. PERSON/PROPERTY INQUIRIES.** The Records Section shall provide timely response to requests for property hit confirmation in accordance with Arizona Criminal Justice Information Systems requirements. Further, the records clerk completing the transaction shall complete a Recovered Property Checklist. The Records Section shall forward copies of the Checklist and NCIC clearance slips to the Sheriff's Office for follow-up, and the Records Section will retain the originals thereof.

**J. MISCELLANEOUS SERVICES.** The Records Section shall provide to the Sheriff's Office the following additional services:

- 1) Photocopying of Sheriff's Office crime reports for prosecution purposes and civil litigation, including delivery of this material to the appropriate agency.
- 2) Delivery and records transmittal to and from the City and County Courts, Juvenile Detention Center, City Attorney's Office and County Prosecutor's Office as requested.

K. PERFORMANCE. If the Police Department fails to perform the Records, Filing, Reporting, or other essential services provided by its Records Section personnel as required herein, the Sheriff's Office or Jail District may specify such failure and provide notice thereof in writing in accordance with Article X of this Agreement.

### ARTICLE III

#### COUNTY'S OBLIGATIONS

A. ANNUAL SERVICE FEE. The County agrees to pay the City fees for services under this Agreement in quarterly payments within thirty (30) days following invoicing by the City at the end of each calendar quarter. Fees and costs associated with the City's provision of Records services to the Sheriff's Office will be based upon the number of Sheriff's Office Department Records Management System records and Jail Booking Files received by the Records Section as a percentage of the total Department Records and Jail Booking Files received by the Records Section from the Sheriff's Office and the Jail District, plus Department Records generated by the Police Department. The County, City and Jail District will pay the their pro rata shares of the cost of the Records Section's services described in this Agreement for the initial term and any extended term of this Agreement, less a 25% discount for records not disseminated, and less their pro-rated revenue from records fees. (See Exhibit A.)

Every 3 years, Parties will meet and review actual number of records distributed and may adjust the credit percentage to reflect more accurate costs.

Fees will be based on the annual operating budget for the Records Section, as outlined in Exhibit B. Exhibit B will be updated annually for budgeted amounts and then adjusted for actual cost differences from the prior year should there be a difference from budget. The adjustment shall be applied prospectively to the costs per record. Upon the concurrence of the affected parties through the concurrence of the Sheriff, the Police Chief and/or the chief administrator of the Jail District, as the case may be, credits may be issued for unprogrammed work performed or reimbursements received by any party.

B. INFORMATION AND COORDINATION. The County recognizes its obligation to keep the Records Section fully informed of anticipated changes that may affect the Records Section's operations and fully involved in the design of data entry report forms and report format and agrees that the Sheriff's Office's Authorized Representative will coordinate all elements of report formats with the Police Department's Authorized Representative. In

order to support the accuracy of the Record Section's window service communications, the Sheriff's Office shall regularly provide a current list of Sheriff's Office employees by name, division and telephone number to the Records Section Supervisor. The Sheriff's Office shall give current information to the Records Supervisor on any special investigative communication requirements and/or special staffing projects in a timely manner.

## ARTICLE IV

### JAIL DISTRICT'S OBLIGATIONS

A. ANNUAL SERVICE FEE. The Jail District agrees to pay the City fees for services under this Agreement in quarterly payments within thirty (30) days following invoicing by the City at the end of each calendar quarter. Fees and costs associated with the City's provision of Records services to the Jail District will be based upon the number of Jail District's Department Reports and Criminal History Files received by the Records Section as a percentage of the total Department Reports and Criminal History Files received by the Records Section from the Jail District and the Sheriff's Office, plus Department Reports generated by the Police Department. The County, City and Jail District will pay the following pro rata shares of the cost of the Record Section's services described in this Agreement for the initial term and any extended term of this Agreement:

- a. The County – nine percent (9%)
- b. The Jail District – twenty-five percent (25%)
- c. The City – sixty-six percent (66%)

Fees will be based on the annual operating budget for the Records Section, as outlined in Schedule A. Schedule A will be updated annually for budgeted amounts and then adjusted for actual cost differences from the prior year should there be a difference from budget. The adjustment shall be applied prospectively to the costs per record. Upon the concurrence of the affected parties through the concurrence of the Sheriff, the Police Chief and/or the chief administrator of the Jail District, as the case may be, credits may be issued for unprogrammed work performed or reimbursements received by any party.

B. INFORMATION AND COORDINATION. The Jail District recognizes its obligation to keep the Records Section fully informed of anticipated changes that may affect the Record Section's operations and fully involved in the design of data entry report forms and report format and agrees that the Jail District's Authorized Representative will coordinate all elements of report formats with the Police Department's Authorized Representative.

## ARTICLE V

### AUDIT AND INSPECTION

The City, County and Jail District each agrees that each shall have the right at reasonable times and places to inspect, copy and audit any books, accounts, time cards, correspondence or any other records or documents which are used to determine the performance or cost of the services to be performed under this Agreement. Audit and inspection costs shall be borne by the party requesting the audit or inspection.

Reasonable times and places means between 8 a.m. and 5 p.m. Monday through Friday in the Administrative Offices of the party whose documents are being audited or inspected. Any party shall have access to and the right to examine any directly pertinent books, documents, papers and records of the others related to this Agreement for a period of two (2) years after final payment under this Agreement.

## ARTICLE VI

### AUTHORIZED REPRESENTATIVES

The City, County and Jail District mutually agree that a process to solve problems and manage change as the Records system continue to evolve and grow in sophistication is essential to the proper administration of this Agreement.

The City, through the Police Department, the County, through the Sheriff's Office, and the Jail District hereby designate the following representatives who shall have authority to represent the City, County and Jail District, respectively, in carrying out the terms of this Agreement:

- a. City - Deputy Chief of Support Services, Flagstaff Police Dept
- b. County - Chief Deputy - Coconino County Sheriff's Office
- c. District - Chief Deputy

If a party changes its representative, such party shall provide notice to the other parties of the name of the new representative in accordance with Article X.

## ARTICLE VII

### RIGHTS OF ACCESS AND USE

The Sheriff's Office and Jail District shall have access to and use of the Records Section for any and all law enforcement activities related to the provisions of this Agreement, including records, reports, and files that are available in or supplied by the Records Section. The Records Section shall provide the Sheriff's Office and Jail District each with a full and complete Standard Operating Procedure Manual and any manual revisions.

## ARTICLE VIII

## TERMINATION

This Agreement may be terminated by any party upon at least ninety (90) days' prior written notice for breach of any material term or condition of this Agreement, failure to meet standards of acceptance and performance, and/or loss of an essential service.

## ARTICLE IX

### INDEMNITIES

A. INDEMNIFICATION OF THE CITY BY THE COUNTY. The County covenants and agrees to indemnify, hold harmless and defend the City from and against any and all claims, demands, costs, actions, suits, liabilities, losses, and expenses, of whatever kind and nature whatsoever, that may arise or result from any act, action, or omission of the County under this Agreement or that may arise or result from the release by the Records Section of any records listed in Section II(A) above in accordance with the terms of this Agreement. The County's covenant and obligations under this provision shall survive any termination of this Agreement.

B. INDEMNIFICATION OF THE CITY BY THE JAIL DISTRICT. The Jail District covenants and agrees to indemnify, hold harmless and defend the City from and against any and all claims, demands, costs, actions, suits, liabilities, losses, and expenses, of whatever kind and nature whatsoever, that may arise or result from any act, action, or omission of the Jail District under this Agreement or that may arise or result from the release by the Records Section of any records listed in Section II(A) above in accordance with the terms of this Agreement. The Jail District's covenant and obligations under this provision shall survive any termination of this Agreement.

C. INDEMNIFICATION OF THE COUNTY AND THE JAIL DISTRICT. The City covenants and agrees to indemnify, hold harmless and defend the County and the Jail District, and each of them, from and against any and all claims, demands, costs, actions, suits, liabilities, losses and expenses of whatever kind and nature whatsoever that may arise or result from any act, action or omission of the City under this Agreement. The City's covenant and obligations under this Agreement shall survive any termination of this Agreement.

## ARTICLE X

### NOTICES

Any notice or communication required under this Agreement shall be in writing and shall be effective when personally delivered or when addressed:

If to Coconino County:

Coconino County

Attention: Deputy County Manager  
219 E. Cherry Avenue  
Flagstaff, Arizona 86001

With a copy to: Coconino County Sheriff's Office  
Attention: Sheriff  
911 E. Sawmill Road  
Flagstaff, Arizona 86001

If to the Jail District: Coconino County Jail District  
Attention: Deputy Chief  
951 E. Sawmill Road  
Flagstaff, Arizona 86001

With a copy to: Coconino County  
Attention: Deputy County Manager  
219 E. Cherry Avenue  
Flagstaff, Arizona 86001

If to the City: City of Flagstaff  
Attention: Deputy City Manager  
211 W. Aspen Avenue  
Flagstaff, Arizona 86001

With a copy to: City of Flagstaff Police Department  
Attention: Chief of Police  
911 E. Sawmill Road  
Flagstaff, Arizona 86001

and deposited, postage prepaid, and certified with return receipt requested, in the United States mail.

## ARTICLE XI

### GENERAL MATTERS

A. AUTHORITY TO CONTRACT. Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations under this Agreement and has taken all required acts or actions necessary to authorize the same.

### B. DISPUTE RESOLUTION.

#### 1. Mediation.



If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to arbitration. Mediation will be self-administered and conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, NY 10017, (212) 949-6490, www.cpradr.org, with the exception of the mediator selection provisions, unless other procedures are agreed upon by the parties. Unless the parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each party agrees to bear its own costs in mediation. The parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation.

**2. Arbitration.**

If mediation is unsuccessful to resolve any controversy or claim arising out of or relating to this Agreement or the breach of this Agreement, the parties agree to resort to arbitration as provided in Sections 12-1518 and 12-133, Arizona Revised Statutes.

**C. INTEGRATION; MODIFICATION.** Each party acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties, except as expressed in this Agreement, and that this Agreement constitutes the parties' entire agreement with respect to the matters addressed in this document. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are superseded and merged in this Agreement. This Agreement may be modified or amended only by written agreement signed by or for all parties.

**D. FORCE MAJEURE.** No party shall be liable to any other for failure to comply with any of the terms and conditions of this Agreement where any failure to comply is caused by an act of God, court order, government regulation or requirement, strike or labor difficulty, fire, flood, windstorm, breakdown or other damage to equipment, or any other cause beyond the reasonable control of the party at fault.

**E. WAIVER.** No failure to enforce any condition or covenant of this Agreement will imply or constitute a waiver of the right of a party to insist upon performance of the condition or covenant, or of any other provision of this Agreement, nor will any waiver by any party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach under this Agreement.

**F. HEADINGS.** The headings used in this Agreement are for convenience only and are not intended to alter or affect the meaning of any provision of this Agreement.

**G. GOVERNING LAW.** This Agreement will be governed, interpreted and enforced in accordance with the laws of the State of Arizona.

H. CANCELLATION. This agreement may be cancelled due to conflicts of interest pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

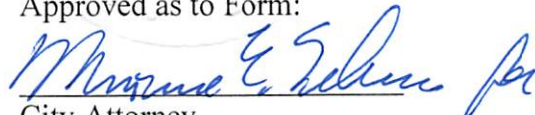
CITY OF FLAGSTAFF

  
Becky Daggett, Mayor


Attest:

  
City Clerk

Approved as to Form:

  
City Attorney

COCONINO COUNTY

  
Patrice Horstman,  
Chairwoman of the Board of Supervisors

Attest:

  
Clerk of the Board

Approved as to Form:

  
Deputy County Attorney

COCONINO COUNTY JAIL DISTRICT



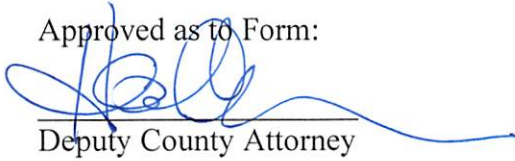
Patrice Horstman,  
Chairwoman of the Board of Directors

Attest:



Clerk of the Board

Approved as to Form:



Deputy County Attorney

## EXHIBIT A EXAMPLE IGA % CALCULATIONS

### TOTAL FACILITIES

	Basis	Total	FPD	Sheriff	Sheriff Page	SAR	County	Jail	Page Jail							
Operations	Square Footage	205,661	29,900	14.5%	18,736	9.1%	3,265	1.6%	9,500	4.6%	2,888	1.4%	130,062	63.2%	11,310	5.5%
Snow Plow	Parking Spaces	436	219	50.2%	115	26.4%			0	0.0%	20	4.6%	82	18.8%		
Landscape	Parking Spaces	436	219	50.2%	115	26.4%			0	0.0%	20	4.6%	82	18.8%		
Utilities	Square Footage	125,242	0	0.0%	0	0.0%			0	0.0%	2,888	2.3%	122,354	97.7%		
Natural Gas	Square Footage	181,586	29,900	16.5%	18,736	10.3%			0	0.0%	2,888	1.6%	130,062	71.6%		

(Jail Only)  
(Flag Campus)

### MAINTENANCE

	Basis	Total	FPD	Sheriff	Sheriff Page	County	Jail	Page Jail						
Operations	Square Footage	196,161	29,900	15.2%	18,736	9.6%	3,265	1.7%	2,888	1.5%	130,062	66.3%	11,310	5.8%
Snow Plow	Parking Spaces	436	219	50.2%	115	26.4%			20	4.6%	82	18.8%		
Landscape	Parking Spaces	436	219	50.2%	115	26.4%			20	4.6%	82	18.8%		
Utilities	Square Footage	125,242	0	0.0%	0	0.0%			2,888	2.3%	122,354	97.7%		
Natural Gas	Square Footage	181,586	29,900	16.5%	18,736	10.3%			2,888	1.6%	130,062	71.6%		

(Jail Only)  
(Flag Campus)

### CUSTODIAL

	Basis	Total	FPD	Sheriff	County	Jail				
Operations	Square Footage	59,232	29,900	50.5%	18,736	31.6%	2,888	4.9%	7,708	13.0%
Utilities	Square Footage	56,344	29,900	53.1%	18,736	33.3%	0	0.0%	7,708	13.7%
Reclaimed Water	Parking Spaces	436	219	50.2%	115	26.4%	20	4.6%	82	18.8%

(LEAF Bldg Only)

\*note - Parks & Rec pays for the meter at Sawmill Park. When the meter is on, they pay their portion of the reclaimed water billing based on the meter reading

### WARRANTS

	Basis	Total	City Court	Sheriff		
Operations	Number of Warrants	5,876	3,400	57.9%	2,476	42.1%

### RECORDS

	Basis	Total	FPD	Sheriff	Jail			
RMS Records (Incidents / Bookings)		27,945	17,335	62.0%	3,848	13.8%	6,762	24.2%

Less Discount for Records not Disseminated 25%

## EXHIBIT B SAMPLE BILLING

### City of Flagstaff Records Shared Costs - Program 0223 Fiscal Year 2022

	Budget	Actual																								
Direct Costs - Police Records O&M 0223	\$ 957,742	\$ 957,742																								
NAU/Pinewood Reimbursements for RMS	(17,793)	(17,793)																								
(1) Indirect Costs - Police Admin O&M 0220	129,318	129,318																								
(2) Capital	-	-																								
Subtotal	<u>1,069,267</u>	<u>1,069,267</u>																								
Cost Allocation 3.97%	42,450	42,450																								
<b>Total Records Cost</b>	<b>\$ 1,111,717</b>	<b>\$ 1,111,717</b>																								
 (3) Sheriff	 15.77%	 15.77%																								
Jail	17.63%	17.63%																								
 <b>Sheriff Portion of Police Records:</b>	 <b>175,318</b>	 <b>175,318</b>																								
Less: 25% Not disseminated	(43,830)	(43,830)																								
Less: Revenue Offset	(3,000)	(3,000)																								
<b>Sheriff Portion of Police Records:</b>	<b>128,488</b>	<b>128,488</b>																								
 <b>Jail Portion of Police Records:</b>	 <b>195,996</b>	 <b>195,996</b>																								
Less: 25% Not disseminated	(48,999)	(48,999)																								
Less: Revenue Offset	(3,000)	(3,000)																								
<b>Jail Portion of Police Records:</b>	<b>143,997</b>	<b>143,997</b>																								
<b>Total Sheriff and Jail</b>	<b>272,485</b>	<b>272,485</b>																								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="3"><b>(1) Indirect Calculation</b></td> </tr> <tr> <td>Section 061 O&amp;M</td> <td style="text-align: right;">18,621,425</td> <td style="text-align: right;">18,621,425</td> </tr> <tr> <td>Less: Admin O&amp;M 0220</td> <td style="text-align: right;">2,214,356</td> <td style="text-align: right;">2,214,356</td> </tr> <tr> <td>Section 061 Operations</td> <td style="text-align: right;"><u>16,407,069</u></td> <td style="text-align: right;"><u>16,407,069</u></td> </tr> <tr> <td> Records O&amp;M 0223</td> <td style="text-align: right;"> 957,742</td> <td style="text-align: right;"> 957,742</td> </tr> <tr> <td>Records as % of Section 061 Operations</td> <td style="text-align: right;">5.84%</td> <td style="text-align: right;">5.84%</td> </tr> <tr> <td> Section 061 Admin O&amp;M Allocation to 0223</td> <td style="text-align: right;"> <u>129,318</u></td> <td style="text-align: right;"> <u>129,318</u></td> </tr> </table>			<b>(1) Indirect Calculation</b>			Section 061 O&M	18,621,425	18,621,425	Less: Admin O&M 0220	2,214,356	2,214,356	Section 061 Operations	<u>16,407,069</u>	<u>16,407,069</u>	 Records O&M 0223	 957,742	 957,742	Records as % of Section 061 Operations	5.84%	5.84%	 Section 061 Admin O&M Allocation to 0223	 <u>129,318</u>	 <u>129,318</u>			
<b>(1) Indirect Calculation</b>																										
Section 061 O&M	18,621,425	18,621,425																								
Less: Admin O&M 0220	2,214,356	2,214,356																								
Section 061 Operations	<u>16,407,069</u>	<u>16,407,069</u>																								
 Records O&M 0223	 957,742	 957,742																								
Records as % of Section 061 Operations	5.84%	5.84%																								
 Section 061 Admin O&M Allocation to 0223	 <u>129,318</u>	 <u>129,318</u>																								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="3"><b>(2) Capital Calculation</b></td> </tr> <tr> <td></td> <td style="text-align: center;"><u>Cost</u></td> <td style="text-align: center;"><u>Cost</u></td> </tr> <tr> <td> Total Capital Allocation</td> <td style="text-align: center;"> -</td> <td style="text-align: center;"> -</td> </tr> </table>			<b>(2) Capital Calculation</b>				<u>Cost</u>	<u>Cost</u>	 Total Capital Allocation	 -	 -															
<b>(2) Capital Calculation</b>																										
	<u>Cost</u>	<u>Cost</u>																								
 Total Capital Allocation	 -	 -																								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="4"><b>(3) RMS Percentage of Records Calculation</b></td> </tr> <tr> <td></td> <td style="text-align: center;"><u>FY 2022 Actual</u></td> <td style="text-align: center;"><u>% Documents</u></td> <td style="text-align: center;"><u>% Documents</u></td> </tr> <tr> <td>Police Dept Records</td> <td style="text-align: right;">17,538</td> <td style="text-align: right;">66.60%</td> <td style="text-align: right;">66.60%</td> </tr> <tr> <td>Jail Records</td> <td style="text-align: right;">4,644</td> <td style="text-align: right;">17.63%</td> <td style="text-align: right;">17.63%</td> </tr> <tr> <td>Sheriff Records</td> <td style="text-align: right;">4,154</td> <td style="text-align: right;">15.77%</td> <td style="text-align: right;">15.77%</td> </tr> <tr> <td><b>Total</b></td> <td style="text-align: right;"><b>26,336</b></td> <td style="text-align: right;"><b>100.00%</b></td> <td style="text-align: right;"><b>100.00%</b></td> </tr> </table>			<b>(3) RMS Percentage of Records Calculation</b>					<u>FY 2022 Actual</u>	<u>% Documents</u>	<u>% Documents</u>	Police Dept Records	17,538	66.60%	66.60%	Jail Records	4,644	17.63%	17.63%	Sheriff Records	4,154	15.77%	15.77%	<b>Total</b>	<b>26,336</b>	<b>100.00%</b>	<b>100.00%</b>
<b>(3) RMS Percentage of Records Calculation</b>																										
	<u>FY 2022 Actual</u>	<u>% Documents</u>	<u>% Documents</u>																							
Police Dept Records	17,538	66.60%	66.60%																							
Jail Records	4,644	17.63%	17.63%																							
Sheriff Records	4,154	15.77%	15.77%																							
<b>Total</b>	<b>26,336</b>	<b>100.00%</b>	<b>100.00%</b>																							

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Emily Markel, Senior Procurement Specialist  
**Co-Submitter:** Manuel Rivera Facilities Maintenance Manager  
**Co-Submitter:** Teddy Callan  
**Date:** 06/12/2024  
**Meeting Date:** 06/18/2024



**TITLE:**

**Consideration and Approval of Contract:** Approve Two City-Wide Custodial Services Contracts; CD Phoenix, LLC dba DetailXPerts and Pinnacle Janitorial, Inc. dba Building Services

**STAFF RECOMMENDED ACTION:**

1. Approve Two City-Wide Custodial Services Contracts; CD Phoenix, LLC dba DetailXPerts (10 Facilities) and Pinnacle Janitorial, Inc. dba Building Services (12 Facilities); and
2. Authorize the City Manager to execute the necessary documents.

**Executive Summary:**

The City of Flagstaff is currently contracted with two custodial service providers that were contracted under a 2018 Request for Proposals (RFP), with the current and final extensions set to expire in the near future. The City solicited a new RFP (2024-26) for custodial services to support City facilities in need of such services. Through this solicitation process, and the evaluation of the contractors that submitted proposals, staff is recommending the selection of two firms to provide custodial services to the various City of Flagstaff facilities. Staff is recommending an award to multiple vendors to minimize risk should a vendor have performance issues. The term of the Contract for each contractor is for five (5) consecutive years, with two (2) additional one (1) year optional renewals thereafter.

DetailXPerts	Pinnacle Building Services
<ol style="list-style-type: none"> <li>1. Business Accelerator</li> <li>2. City Park Restrooms</li> <li>3. Core Services Maintenance Facility</li> <li>4. Flagstaff Visitor Center</li> <li>5. Material Recovery Facility</li> <li>6. Milligan House</li> <li>7. NACET Business Incubator</li> <li>8. ParkFlag Office (Hopi Building)</li> <li>9. Water Services Administration Building</li> <li>10. Water Services Shop East Side</li> </ol>	<ol style="list-style-type: none"> <li>1. Cinder Lake Landfill Admin Building</li> <li>2. City Hall</li> <li>3. City Prosecutor's Office</li> <li>4. Downtown Library</li> <li>5. East Flagstaff Library</li> <li>6. Flagstaff Aquaplex</li> <li>7. Hazardous Products Center (located at Cinder Lake Landfill)</li> <li>8. Mogollon Building</li> <li>9. Municipal Court</li> <li>10. Rio De Flag Water Treatment Facility</li> <li>11. USGS (Four buildings)</li> <li>12. Wildcat Hill Water Treatment Facility</li> </ol>

**Financial Impact:**

Project Name: Custodial Services: Multiple City Facilities

Total City-wide Cost: \$799,000. Each Division pays for their facilities  
FY2024-25 Budgeted Amount: Budget Specific to each Division for Custodial Services. Total City-wide  
Custodial budget is \$943,229  
Grant Funded: No  
Funding Source: Varies by Division

The expenditures will be charged to the appropriate division's budget for each facility. The cost of supplies will be the responsibility of the Contractor and will be billed to each facility.

**Policy Impact:**

To provide clean and presentable City facilities for use by both the public and City employees.

**Previous Council Decision or Community Discussion:**

On November 6, 2018, Council approved prior custodial services contracts for two service providers for all City facilities.

**Options and Alternatives to Recommended Action:**

1. Approve the City-Wide Custodial Service Contracts; CD Phoenix, LLC dba DetailXPerts and Pinnacle Janitorial, Inc. dba Building Services; or
2. Do not approve:
  - o Instruct staff to provide internal custodial services; or
  - o Re-solicit the Request for Proposals for City-wide custodial services.

**Background and History:**

The current custodial service contracts were set to expire in May 2024 but were extended to August 2024 via an amendment to the contract in order to allow time to complete the procurement and negotiate the new contracts. The Custodial Service Contracts attached to this staff summary provide a detailed breakdown of the facilities to be serviced, including, the frequencies, service levels, timings and functions for each facility.

The City received a total of eight proposals for custodial services. An evaluation committee consisting of representatives of various City facilities and one outside representative reviewed and scored the proposals. The three highest-scoring Proposers were then invited to a formal discussion with the Evaluation Committee. The discussions consisted of an established set of questions provided to the contractors beforehand. The combined scoring tabulation from the initial evaluation of the proposals and the discussion process resulted in two top Proposers: DetailXperts and Pinnacle Building Services. Some history regarding the selected Contractors is provided below.

**Pinnacle Building Services** was founded in 1994, in Flagstaff, Arizona. In their proposal, Pinnacle described utilizing two tools to help provide proactive service and maintain customer focus; Connecteam for reporting, tracking and training materials, and Sortly for inventory management. Pinnacle scored 613 out of the total 690 points possible.

**DetailXperts LLC** was founded in 2002. In their proposal, DetailXperts explained that their steam-cleaning approach, along with utilization of biodegradable products, allows them to get a deeper clean. DetailXperts utilizes Geo tracking for clock-in and out and employee monitoring, and have a user-friendly Client Portal for City Staff access. DetailXperts scored 579 out of the total 690 points possible.

**Connection to PBB Priorities and Objectives:**

None

**Connection to Regional Plan:**

None



**Connection to Carbon Neutrality Plan:**

None

**Connection to 10-Year Housing Plan:**

None

---

**Attachments:**    [DetailXPerts Custodial Contract](#)  
                         [Pinnacle Building Services Custodial Contract](#)

## CONTRACT FOR PURCHASE OF MATERIALS/SERVICES

Contract No. 2024-26

This Contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City") and CD Phoenix, LLC dba DetailXPerts, an Arizona partnership ("Contractor").

WHEREAS, the City desires to receive, and Contractor is able to provide materials and/or services; and

NOW THEREFORE, in consideration for the mutual promises contained herein, the Parties agree:

1. Scope of Work: Contractor shall provide the materials and/or services generally described as:

### City-Wide Custodial Services

- Business Accelerator
- City Park Restrooms
- Core Services Maintenance Facility
- Flagstaff Visitor Center
- Material Recovery Facility
- Milligan House
- NACET Business Incubator
- ParkFlag Office (Hopi Building)
- Water Services Administration Building
- Water Services Shop East Side

and as more specifically described in the Scope of Work, attached hereto as Exhibit A.1.

2. Compensation:

2.1 General: Contractor shall be paid for satisfactory performance of the services defined in the Scope of Work attached as Exhibit A.1, the Facility-Specific Scope of Work attached as Exhibit A.2 and the Custodial Services – Proposal and Frequency Form attached as Exhibit A.3. If there are conflicts between the Scope of Work and the Custodial Services – Proposal and Frequency Form, the requirements of the Scope of Work prevail.

2.2 Pricing: All pricing shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in the Contract and include all costs of Contractor providing the materials/service including transportation, insurance, and warranty costs. No fuel surcharges will be accepted unless allowed in the Contract. The City shall not be invoiced at prices higher than those stated in the Contract.

2.2.1 Contractor further agrees that any reductions in the price of the materials or services covered by the Contract will apply to the undelivered balance. Contractor shall promptly notify the City of such price reductions.

2.2.2 No price modifications will be accepted without proper written request by Contractor and response by the City's Purchasing Division.

## 2.3 Price Adjustment:

2.3.1 Any price adjustment must be approved by the City in writing as a formal Contract Amendment. The City Council must approve any price adjustment if the annual contract prices exceeds \$100,000; otherwise, the City Manager or his/her designee (the Purchasing Director) shall have authority to approve a price adjustment on behalf of the City.

2.3.2 Any requests for reasonable price adjustments must be submitted in accordance with this section. Requests for adjustment in the cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Contract. The City is only willing to entertain price adjustments based on an increase in the Contractor's actual expenses or other reasonable adjustments in providing the services/materials under the Contract. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

2.3.3 Thirty (30) days prior to the scheduled mandated increase in the City of Flagstaff hourly minimum wage, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the Consumer Price Index for All Urban Consumers (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>) or the City of Flagstaff's mandated increase to the minimum wage, whichever is higher. The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

2.4 Renewal and Extension Pricing: Any extension of the Contract will be at the same pricing as the initial Term. If the Contract is renewed, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual written agreement of the Parties. Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

3. Terms and Conditions (City-Wide Custodial Services): The Terms and Conditions (City-Wide Custodial Services), attached hereto as Exhibit B, are incorporated by reference and shall apply to performance of this Contract, except to the extent modified by Exhibit A.1.

4. Insurance: Contractor shall meet insurance requirements of the City, attached hereto as Exhibit C. Prior to initiating Custodial Services, Contractor shall submit the certificate of insurance and corresponding endorsements naming the "City of Flagstaff, Arizona" as an additional insured.

5. Contacts:

- 5.1 The City Representative for enforcement of this Contract is Teddy Callan, Procurement Specialist, or their designee. Email: [teddy.callan@flagstaffaz.gov](mailto:teddy.callan@flagstaffaz.gov). All communications to the City regarding the enforcement of the Contract shall be through the City Representative.
- 5.2 The City's Site Representative for each facility will be identified in the initial walkthrough of the related facility. All communications to the City regarding daily performance of services of each facility shall be through the City's Site Representative, or their designee.
- 5.3 The Contractor shall identify a Custodial Representative performance of the Contract. The Contractor shall also identify a Site Representative for daily performance of services in the Scope of Work and Custodial Services – Proposal and Frequency Form is Exhibit A.3. All communications to the City regarding daily performance of services shall be through the Custodial Representative, or their designee.

6. Contract Term: The Contract term is for a period of five (5) years unless terminated pursuant to the Terms and Conditions (City-Wide Custodial Services), attached hereto as Exhibit B. The Contract will be effective as of the date signed by both Parties. Performance shall commence within thirty (30) days from the City's issuance of the Notice to Proceed.

7. Renewal: The Contract may be renewed or extended for up to two (2) additional one (1)-year terms by mutual written consent of the parties. The City Manager or his/her designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

8. Extension to Perform Procurement: The City reserves the right to extend the period of the contract for up to two (2), ninety (90) day periods beyond the stated expiration date by mutual written consent of both Parties in order to complete a formal procurement process.

9. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City:  
Teddy Callan  
City of Flagstaff  
211 W. Aspen Ave.  
Flagstaff, AZ 86001  
[teddy.callan@flagstaffaz.gov](mailto:teddy.callan@flagstaffaz.gov)

To Contractor:  
Angela Williams, President  
CD Phoenix, LLC dba DetailXPerts  
1438 W. Broadway Rd. #101  
Tempe, AZ 85287  
info@detailxperts.net  
(480) 757-9032

With a copy to:  
Purchasing Department  
City of Flagstaff  
211 W. Aspen Ave.  
Flagstaff, AZ 86001  
[purchasing@flagstaffaz.gov](mailto:purchasing@flagstaffaz.gov)

10. Authority: Each Party warrants that it has authority to enter into the Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into the Contract.

CONTRACTOR:

By: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF FLAGSTAFF

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office

Notice to Proceed issued: \_\_\_\_\_, 20\_\_

June 5, 2024

## EXHIBIT A.1

### SCOPE OF WORK

#### I. SAFETY AND HEALTH

If there are conflicts between the Scope of Work and the Custodial Services – Proposal and Frequency Form, the requirements of the Scope of Work prevail.

Contractor shall exercise and maintain all applicable federal, state, county, and municipal regulatory requirements as it pertains to Safety and Health. Where there is a conflict between applicable regulations, the most stringent will apply. This includes removal and disposal of any hazardous materials. In the event of a potential safety/security risk while services are being provided, custodial staff shall call the Non-Emergency Response line, or Flagstaff Police Department Emergency line, accordingly.

#### II. DEFINITIONS

The following are definitions used by the City for evaluating custodial service. These definitions shall be followed unless otherwise noted per facility.

- A. "Work Week" - Unless designated otherwise, means Sunday through Saturday.
- B. "Work Time Designations" - Unless designated otherwise, the following time schedules apply:
  - 1. Shift one: Work to be performed during the designated evening hours.
  - 2. Shift two: Work to be performed during 11:00 a.m. to 4:00 p.m.
- C. "Basic Services" - All daily, weekly, bi-weekly, and three times per week services as outlined in the task list for the facility.
  - 1. "Daily Duties" - daily work to be performed each day at Contractor's discretion.
  - 2. "Bi-weekly" - work to be performed twice per week, a minimum of three (3) days apart.
  - 3. "Weekly" - work to be performed once per week at Contractor's discretion, a minimum of four (4) days apart.
- D. "Monthly Services" - work to be performed once per month, a minimum of three (3) weeks apart.
- E. "Quarterly Services" - work to be performed at approximately 90-day intervals, the first work to be performed within the first 30 days of each contract year.
- F. "As Requested" or "Optional Services" - determined by either the City Representative and/or the City's Site Representative.

### III. STANDARDS OF PERFORMANCE

Contractor will perform the following custodial services:

#### A. Daily Duties

1. Waste and Recycling Receptacles - All waste receptacles and recycling containers within the building shall be emptied each night and returned to their initial locations. Waste and recyclables shall be separately transported and emptied into designated external containers (e.g., recycling bin goes into external recycling container, and waste goes into external waste container). Boxes, cans, papers, etc., placed near a receptacle and marked "recycling" shall also be removed. Any other items not marked shall not be removed. The interior, exterior and housing of waste, organics and recycling receptacles, and walls next to the receptacles, shall be damp wiped to remove soil. Wet spills on the interior of wastebaskets shall be cleaned and dried. Clear plastic liners shall be replaced as needed, when dirty, wet or torn. Transporting of sorted waste within and from the buildings to outside waste dumpsters shall be accomplished using leak-proof plastic transports with wheels. Carry or roll all waste/recycle containers to exterior dumpster and dispose waste/recycle into dumpster. DO NOT DRAG BAGS OF DEBRIS. Liquid leaking from plastic bags being moved from receptacles shall be immediately cleaned.
2. Waste and Recycling Storage Areas - All waste shall be placed inside waste dumpsters. All recycling shall be placed inside recycling totes or dumpsters. The area around all dumpsters shall be kept clean of all materials, paper, litter, etc. Dumpsters shall be closed after use. Recycle container areas shall be kept clean and free of waste. Recycling materials shall not be placed in waste dumpsters.
3. Outside Entrances and Steps - Porches, handicap ramps, steps, fire escape stairways, basement stairways, and any other areas within 20 feet of entryways outside the buildings shall be swept to remove all soil, litter, and waste. All visible surface litter, soil, dirt, cobwebs, etc., shall be removed from the area. Waste receptacles adjacent to the entrance shall be emptied and cleaned.
4. Entrance Mats - Entrance mats located in either the exterior or the interior of entrances shall be cleaned. If vacuuming does not remove the soil, the mats shall be taken outside and swept with a stiff broom until all visible soil has been removed. Entrance mats shall be lifted to remove soil and moisture underneath and shall then be returned to the normal location after cleaning. No entrance mat shall be placed upon a damp or wet floor surface. Outside entrance mats shall be picked up and shaken to remove sand, dirt, dust, and any other debris.
5. Entrance Doors - Completely clean both sides of glass entrance door and windows immediately adjacent to the entrance doors. Spot clean both sides of the entrance door frames. After cleaning, the surface shall present a uniform appearance free of all smudges, fingerprints, stains, streaks, lint, etc.
6. Entrance Floors Inside - The surfaces shall be swept or dust-mopped prior to wet mopping to remove all loose soil and dust. All accessible areas shall be mopped to remove all soil, scuff marks, and non-permanent stains. After mopping, the floor shall have a uniform appearance with no streaks, film, swirl marks, detergent residue, mop

strings, or other evidence of soil. Baseboards shall be wiped to remove all splash marks.

7. Drinking Fountains - Remove all streaks, smudges, stains, scales, and other obvious soil from drinking fountains and entire cabinet. Disinfect all porcelain and metal surfaces including the orifice and drain. Stainless steel sections shall be polished with an appropriate cleaner. Products used to clean drinking fountain orifices must be safe for human consumption.
8. Internal Building Surfaces and Walls - Remove smudges, fingerprints, pen marks, streaks, etc., from washable surfaces including brass, stainless steel, around light switches, doors, doorways, door handles and casings, telephone stations, interior glass (such as reception counters and reception windows), bulletin boards and display cases, laminated plastic surfaces, clear sections of office cubicles, kick and push plates, and vertical/horizontal blinds with a treated cloth. After cleaning, the surface shall present a uniform appearance free of all smudges, fingerprints, stains, streaks, lint, etc. Areas adjacent to entrance glass within buildings that lead into offices shall also be completely cleaned and restored free of soil and streaks.
9. Carpeted Areas - All carpeted areas shall be vacuumed free of all visible debris at every service (goal for 100% of all areas to be vacuumed a minimum of once per week). Prior to vacuuming, all surface litter such as paper, gum, rubber bands, paper clips, staples, etc., shall be picked up. Furniture and waste receptacles shall be moved, as necessary, to vacuum underneath. After vacuuming the floor, including corners, next to baseboards, and behind doors, it shall be free of all visible litter, soil, dust, and embedded grit.
10. Carpet Spot Cleaning - Carpets shall be checked daily for stains and gum. All dirty spots/stains/gum shall be treated with a carpet spot cleaning solution, following the direction of the manufacturer for the specific carpet and stain involved. After cleaning, the carpet shall be free from visible spots, gum and stains, and the nap should be brushed all in one direction. A single spot or stain is defined as an area with a definite continuous outline of a substance within the texture of the carpet (or less than 4 inches in diameter) that is not a part of the manufacturing process.
11. Non-Carpeted Floors - Pick or sweep up all surface litter such as paper, gum, rubber bands, paper clips, staples, spills, etc. Sweep or vacuum the entire area, including under chairs, waste receptacles, desks and other furnishings, behind doors, and corners, which are accessible prior to mopping. The entire area (100%) will be thoroughly dry-mopped or cleaned with appropriate solution, to remove dust, dry soil, and other surface debris every service. New installed tile flooring shall be sealed and waxed 48 hours after installation is completed.
12. Tables, Counters, Desks, Chairs, Sofas, etc., - Remove any non-permanent stains, spots, spills, and pencil marks from tables, counters, and desks using a sponge or cloth dampened in mild detergent solution. The cleaning shall not be of such a degree as to remove the finish or leave abrasive marks. This includes all surface areas such as cabinets, bookcases, etc., that are empty. Chairs and sofas, where applicable, shall have cushions lifted for the purpose of the removal of any waste. Information written on whiteboards (dry/wet erase boards) shall not be cleaned off by Contractor unless requested by City.



13. Elevators - Remove all soil, dirt, graffiti, and fingerprint marks with an approved cleaner. Polish metal surfaces with an approved metal polish; the surface shall be free of smudges, soil, and excess polish and have a shiny appearance. If the inside is of a wood material, this shall be cleaned and polished with an approved wood cleaner/polish. Non-carpeted elevator floors shall be swept, vacuumed, and wet mopped. Carpeted elevator floors shall be vacuumed. Exhaust fan vents shall be cleaned. Threshold tracks shall be cleaned of dirt on a weekly basis.
14. Stairs and Stairwells - Stairwells, stairs, landings, and steps shall be vacuumed and/or mopped. Flights include the landings and steps on stairways between floors. All waste shall be picked up.
15. Break room/Concession/Kitchenette Area - Refill soap dispensers and paper dispensers as defined below. Clean and disinfect sinks, floor sinks, counters, exterior of appliances and cabinets, tables, and chairs.
16. Restroom Cleaning
  - 16.1 Clean and Disinfect Toilets and Urinals - Completely clean and disinfect all exposed surfaces of the toilets and urinals. A non-abrasive cleaner shall be used on the exposed hardware. The cleaning includes the drying and polishing of all exposed hardware. All foreign material shall be removed from the urinal drain trap. A special set of sponges, cloths, scouring pads, and brushes shall be maintained and used only for cleaning the urinals and toilets. Remove scale, scum, mineral deposits, rust stains, etc., from the interior of toilet bowls and urinals. After cleaning, the toilet seat must be completely dried and placed in an upright position. All fixtures shall present a clean, bright shiny appearance and shall be free of all streaks, spots, stains, rings, foreign material, etc., including the metal hardware. Stopped-up toilets shall be plunged free of obstructions. Only if obstructions cannot be dislodged completely shall it be reported along with other inoperable or broken fixtures. Contractor's supervisor shall report all plumbing discrepancies to the Site Representative immediately.
  - 16.2 Paper Products Dispensers - Contractor is to purchase and supply 100% recycled paper towels, with minimum 40% post-consumer content; toilet seat covers and toilet paper should have 20% recycled content. Waste basket liners should be clear (transparent) plastic and be no less than 10% postconsumer recycled content. At a minimum, re-supply all paper towel dispensers to their maximum level when stock is down to 40%, but do not overfill. Dispensers shall be refilled with the proper product for that dispenser (NOT just laid on top of dispenser or on top of the counter). Re-supply toilet paper by placing the product in the dispenser. Replace consumed rolls and partial rolls, which appear to be down to the last 20%. Toilet seat cover dispensers shall be filled with a new package when empty or when less than 20% of the sheets remain in the package. The dispenser interior, exterior, and adjacent surfaces shall be wiped with a sanitizer to remove fingerprints and smudges when filling. The dispensers shall be checked for proper operation after filling and inoperable devices shall be reported daily to supervisors who in turn shall notify the Site Representative. In addition, feminine product dispensers shall be kept stocked and the exterior cleaned as indicated above. Feminine products disposal containers shall have

a waxed paper liner or similar-type product at all times, to be replaced daily or when they have been used.

- 16.3 Bathroom Tissue - Coreless bathroom tissue and other similar products may be considered but cannot be utilized without prior approval from the Site Representative.
- 16.4 Soap Dispensers - At minimum, soap dispensers shall be filled to within 2" of the top with foam (preferred) or liquid soap when there is 15% of product left (most dispensers have been converted to foam). Soapbox cartridges shall be replaced prior to becoming empty. The dispensers and adjacent surfaces shall be wiped with a germicidal detergent to remove fingerprints and smudges. The device shall be checked after filling for proper operation, and inoperable devices shall be reported daily. The wall and floor area under soap dispensers shall be cleaned of all soap residues.
- 16.5 Waste Receptacles - All waste receptacles and feminine product receptacles shall be emptied. Emptying includes removing the liner and disposing of it. The inside, outside, and housing of the receptacles shall be cleaned with a germicidal cleaner.
- 16.6 Counter Tops and Sinks - Completely clean and disinfect all exposed surfaces of the sink. A non-abrasive cleaner shall be used on the exposed hardware. The cleaning includes the drying and polishing of all exposed hardware. After cleaning, the fixture shall present a clean, bright and shiny appearance and shall be free of all visible soil, streaks, oily smudges, residue of cleaning agents, etc. All metal hardware, such as faucet valves, drain, and faucets, shall be free of streaks, spots, stains, etc. Inoperable or broken fixtures shall be reported daily to supervisors. Different cloths, sponges, brushes, and scouring pads shall be used to clean the sinks than the ones used for cleaning the toilets and urinals.
- 16.7 Diaper Changing Stations and Other Surfaces - Remove all surface litter such as paper towels, etc. Using a treated duster, remove all loose dust and soil from the tops of lockers, cabinets, etc. Dust other flat surfaces with a cloth or sponge dampened in a germicidal detergent solution. Dusting shall be accomplished by the complete removal of soil from the area - this includes the dispensers.
- 16.8 Walls, Partitions, and Doors - Clean the partition walls, partition doors, and walls surrounding the urinals and toilets. Remove any nonpermanent stains, spots, and streaks using a cloth/sponge dampened with a germicidal detergent solution. This also includes the light switches, and doors, and any of the walls within the restroom. After cleaning the walls, they shall be free of fingerprints, smudges, grease, soil, mildew, or stain.
- 16.9 Graffiti - Remove any graffiti located in the restroom to the extent feasible and report the graffiti to Contractor's supervisor who will, in turn, report the graffiti to the Site Representative.
- 16.10 Shower Walls and Shower Floors - Wash shower walls, curtains, shower floors, and bathtub areas using an approved germicidal cleaner. Clean the shower

drains. After washing, the walls, curtains, and floors shall be free from stains, soap scum, and mildew and shall have a clean and disinfected appearance.

- 16.11 Floors - Prior to mopping, any mats shall be lifted to remove soil underneath, and the floor surface shall be vacuumed for removal of loose dirt and soil. Mop the floor with a germicidal detergent solution, using a non-abrasive mop (no metal or plastic). After mopping, the floor shall have a uniform appearance free of hair, spots, spills, stains, dirt, oily film, mop strings, etc. Mats shall be disinfected with a germicidal detergent solution. Any mats removed shall be replaced, with the surface dry prior to replacement.
- 16.12 Floor Drains - Remove all built up deposits, embedded hairs, etc., from the grate and neck of the drain. Replace the grate properly. Clean the inside of the drain by pouring at least one gallon of 50/50 mixture of clean water/disinfectant through the drain.
- 16.13 Mirrors - Remove soil, streaks, smudges, film etc., from the surface of the mirrors. The frame of the mirror and shelves and other adjacent areas also shall be cleaned.
17. Vertical/Horizontal Blinds - Dust all vertical and horizontal blinds with a treated cloth or yarn duster. A properly dusted blind shall be free of all dust, dirt, lint, and cobwebs.
18. A/C Supply Vents, Returns, and Exhaust Fan Grills - Clean all particles from vents and wall or ceiling area adjacent to the vent. This is very important for indoor air quality.
19. Dusting - Dust all surfaces, including windowsills, banisters, handrails, ledges, pictures, plaques, cubicle wall tops, door tops, tops and sides of bookshelves and cabinets, etc., with a treated microfiber cloth or yarn duster up to 80 inches from the floor. Public computers in all library buildings are included for dusting. Dusting shall NOT be done on the following surfaces: employees' desks, employees' computers, and shelving within a bookcase.
20. Non-Carpeted Floors - Wet-mop 100% of floor areas on a weekly basis. Floor shall be swept or vacuumed first to remove all surface litter such as paper, gum, rubber bands, paper clips, staples, etc.
21. Storage Areas/Closets - Sweep non-carpeted floors and vacuum carpeted floors to remove all debris. Damp mop non-carpeted floors, removing all marks and dirt.
22. Mop Heads - Mop heads need to be non-abrasive (no metal or plastic). Replace mop heads at least weekly with new mop heads. Old dirty mop heads shall be removed from the building and discarded. Use of reusable, washable microfiber mops is encouraged.

## **B. Monthly Services**

1. Furniture - Vacuum all cloth furniture. Removable cushions shall be lifted and vacuumed underneath. Wipe down all vinyl and hard surfaces with a damp cloth.
2. Outside lights - Clean outside lights attached to building exteriors (up to a height of 15 feet) - remove cobwebs from lens covers and lamp housing.
3. Machine Scrubbing of Restroom and Locker Room Floors - All surface litter such as paper, tape, towels, etc., shall be removed before machine scrubbing. Apply the appropriate cleaning solution and allow it to stand for 5 minutes before scrubbing the surface with a floor buffer equipped with a grit brush. The deep cleaning shall remove heavy stains, mildew, and mineral deposits from the surface and grout. After scrubbing, the surface shall be rinsed thoroughly to remove all remaining detergent. Mop the floor with clean water and a clean mop. Mop excess water from the floor. Wipe all baseboards with a damp clean rag. Areas not accessible with the buffer shall be manually scrubbed with an abrasive hand pad.

## **C. Quarterly Services**

1. Specific Facilities - Individual facilities may require specialized Custodial Services. Please see descriptions below for each facility.
2. Cubicle Walls - Vacuum all cubicle walls.
3. High Dusting - Dust all surfaces between 80" and 18', including walls and ceiling tiles/vents. Remove all dust and cobwebs.
4. Woodwork - Clean and polish all woodwork. Woodwork shall be free of smudges and fingerprints and shall have a uniform appearance.

## **III. Facilities, Utilities, and Telephones Provided by the City**

- A. Facilities - The City shall provide, without cost to the Contractor, janitorial closets or a designated place in each facility. These areas shall be kept clean and neat by Contractor at all times and shall only be used for the intended use (i.e., eating may not occur nor storage of any food or personal items). Contractor will keep all of their supplies stored in their proper place when they arrive, and all products must be labeled with all proper documentation. Empty boxes, bottles, containers, etc., shall be properly discarded (including recycling, where appropriate). Mop buckets shall be emptied and cleaned, and mops shall be washed out, before storing in the designated janitorial space. Mop heads shall be replaced at a minimum of once a week to prevent odors.
- B. Utilities - The City shall furnish all utilities to Contractor at existing outlets. Any modifications to existing outlets for Contractor's convenience shall be at Contractor's expense. Prior written approval for any alteration shall be obtained from the Site Representative.
- C. Telephones - The City telephone policy limits use of its telephone extensions on the City system to calls relating to City business. Contractor shall ensure that employees observe

this policy. The costs of unauthorized telephone usage, which can be directly attributed to an employee of Contractor, shall be the responsibility of the Contractor.

#### **IV. Chemical Supplies, Sanitary Supplies, and Equipment Provided by Contractor**

- A. Chemical Supplies - Must meet and are guaranteed by the manufacturer to equal or surpass the test methods developed by the American Society of Testing Material (ASTM) for chemicals to be used in public buildings. This list is not inclusive, but the minimum standards required: carpet spot remover/cleaner, disinfectants, germicide, mild detergent, metal cleaner/polish, furniture polish, bathroom deodorizers, and graffiti cleaner. Contractor must provide and maintain an SDS binder at each location.
- B. Sanitary Supplies to be provided by Contractor for all facilities.
1. Toilet paper 4 ½" x 4 ½", 2-ply, 500 sheets per roll, white (at least 10% recycled content).
  2. Jumbo tissue 2-ply, white, properly sized for installed dispensers (at least 10% recycled content).
  3. Hand towels properly sized for installed dispensers with a minimum tensile strength of 15 in both directions.
  4. Multi-fold 9 ¼" x 9 ½", 250 per package.
  5. Single-fold 9 ½" x 10 5/8", 250 per package.
  6. Narrow-fold 9 ½" x 9 ½", 250 per package.
  7. C-Fold 10 ¼" x 13 ¼", 250 per package.
  8. Roll Towels - 8" x 800'.
  9. Perforated 9" x 11", 2-ply, 250 sheets per roll.
  10. Non-perforated sized for installed dispenser.
  11. Toilet Seat Covers sized for installed dispensers.
  12. Hand Soap - pH balanced; biodegradable; skin cleaner, effective against a wide range of microorganisms; containing no alcohol or triclosan; 800 ml or equivalent sized for installed dispenser.
  13. Waste can liners - high-density poly; clear plastic.
  14. Menstrual products - Aunt Flow Organic Products - pads and tampons - East Flagstaff Library only.
  15. Contractor shall maintain a minimum of one (1) week's supply of all paper supplies in all facilities at all times during the life of the Contract that can be utilized by City personnel for the purpose of restocking the facilities' dispensers.
  16. The City reserves the right to change these specifications, including installed dispensers, and supply list designated in the scope of work throughout the life of the contract. All cleaning and paper products shall be billed separately from custodial services for each location. Billing shall contain line item costs including unit of measure, unit price and taxes, no lump sum bills.
- C. Equipment
1. Contractor shall provide all necessary equipment to perform the tasks for each facility as identified in this Scope of Work. The City will provide a custodial closet with charging capabilities at each location. The City is not responsible for damaged equipment while service is being provided.

2. Custodial staff shall wear an appropriate company uniform while on-site. The uniform must include the company name and logo, and employees must wear a photo ID badge. Uniforms shall be in clean and in good conditions without holes or tears.
3. There are no restrictions on the equipment to be used for custodial services for the City. The City reserves the right to request that equipment not be used if found that it does not perform the task up to standard or causes damage to any part of the building. Energy efficient shall be used whenever possible.

## **V. Reporting Responsibilities**

### **A. Contractor Reporting Responsibilities**

1. Any issues noticed by the Contractor Representative within any of the serviced facilities regarding broken or damaged City property, unsatisfactory cleaning, or security issues will be reported immediately to the Site Representative and/or City Representative at the time of incident. Contractor will have designated individual/s on-call in order to address and resolve cleanliness-related issues quickly and efficiently.
2. Weekly written reports of broken or damaged City property will be submitted to the Site Representative via email by end of day each business week. These reports must also include any employee or facility-related incidents that occurred during that time frame, listing the employee/s involved, building, date/time, and nature of the incident.
3. Monthly written reports of any cleaning-related issues will be submitted to the Site Representative via email within five (5) business days of the last day of the previous month. These reports will include time and date of notification, building location, a description of the issue, and the steps taken to resolve the issue, including any recommendations for avoiding the issue in the future, such as increasing frequency of service, number of staff assigned, adjustments to equipment to be used, or any other resolution that the Contractor may identify.

### **B. City Reporting Responsibilities**

1. Any issues identified verbally, subsequently followed by an email, by the Site Representative and/or City Representative within any of the serviced facilities regarding broken or damaged City property, unsatisfactory cleaning, or security issues will be reported immediately to the Contractor Representative.
2. Within twenty-four (24) hours from receipt of the email from the City, Contractor will provide a written response identifying: (a) how; (b) who; and (c) when, the issue will be resolved.

## EXHIBIT A.2

### FACILITY-SPECIFIC SCOPE OF WORK

#### I. GENERAL INFORMATION REGARDING FACILITIES

A. DetailExperts is responsible for providing Custodial Services at the following facilities:

1. Business Accelerator
2. City Park Restrooms
3. Core Services Maintenance Facility
4. Flagstaff Visitor Center
5. Material Recovery Facility
6. Milligan House
7. NACET Business Incubator
8. ParkFlag Office (Hopi Building)
9. Water Services Administration Building
10. Water Services Shop East Side

#### II. SPECIFIC INFORMATION REGARDING FACILITIES

A. If there are conflicts between the Facility-Specific Scope of Work and the Custodial Services – Proposal and Frequency Form, the requirements of the Facility-Specific Scope of Work prevail.

##### 1. BUSINESS ACCELERATOR

Address: 2201 N. Gemini Dr.

Specs: Approx. 7,300 square feet.

Hours Available to Render Services: Between 5:00 p.m. and 7:00 p.m.

Duties:

- 1.1. Perform Basic Services: 5 times/week – Monday through Friday.
- 1.2. This is a secure facility and will require security access facility. .
- 1.3. The areas to clean are the common areas of the foyer/entry, hallways, kitchen, two (2) restrooms, office spaces to the left of the entry. Conference rooms, i.e., Classroom Style, Policy Room, Executive Style. Tenant Spaces are excluded.

##### 2. CITY PARK RESTROOMS

Hours Available to Render Services: 5:00 a.m. – 10:00 a.m.

- Buffalo Park
  - Address: 2400 N Gemini Rd.
  - Specs: Three (3) restroom units
- Heritage Square
  - Address: 111 W. Birch Ave.
  - Specs: Two (2) restroom units

- Bushmaster Park (East and West)
  - Address: 3150 N Alta Vista Dr.
  - Specs: East – Three (3) restroom units, and West – Two (2) units
- Foxglenn Park
  - Address: 4200 E Butler Ave.
  - Specs: Six (6) restroom units
- Thorpe Park
  - Address: 191 N. Thorpe Rd.
  - Specs Three (3) restroom units

Duties:

- 2.1. Perform Basic Services: Restrooms at each location to be cleaned and stocked (7 days a week / 365 days per year).
- 2.2. The Contractor will be responsible for opening, cleaning, and stocking of restrooms by the times listed above.

**3. CORE SERVICES MAINTENANCE FACILITY:**

Address: 3200 W. Route 66.

Specs: Approx. 73,245 square feet.

Hours Available to Render Services: 7:00 p.m. – 4:00 a.m.

Duties:

- 3.1. Perform Basic Services: Monday to Friday (5 days/week).
- 3.2. The following areas of the facility are to be cleaned as according to the Custodial Services – Proposal and Frequency Form.

**Administration – 13,155 square feet**

Front Desk  
 Admin Offices  
 Restrooms and Showers  
 Conference Room  
 Locker Room and Kitchen Area

**Streets – 746 square feet**

Locker Room  
 Restrooms and Showers

**Fleet – 1,604 square feet**

Front Desk  
 Admin Offices  
 Break Room  
 Restrooms and Showers

The Contractor is not responsible for cleaning the Fleet shop area, the Telecom room, or the Fleet parts storage room.



#### **4. FLAGSTAFF VISITOR CENTER**

Address: 1 E. Route 66.

Specs: Approx. 3,092 square feet – Visitor Center and Amtrak Lobby.

Hours Available to Render Services: Between 11:00 p.m. and 3:00 a.m.

Duties:

- 4.1. Perform Basic Services: Monday through Sunday (7days/week).
- 4.2. Restrooms shall be scheduled for a second cleaning, shift two, between the hours of noon and 3:00 p.m.

#### **5. MATERIAL RECOVERY FACILITY**

Address: 1800 E Butler Ave.

Specs: Approx. 1,200 square feet (Office portion only).

Hours Available to Render Services: Between 9:00 a.m. – 3:00 p.m. Office location may be locked, and an onsite operations team member may provide access upon arrival during the below listed days and hours.

Duties:

- 5.1. Perform Basic Services: One day/per week -- Monday, Wednesday, or Friday.
- 5.2. A small 10x10 facility will need to be cleaned one time per month (i.e., Site Scalehouse).

#### **6. MILLIGAN HOUSE**

Address: 323 W. Aspen Ave.

Specs: Approx. 1,300 square feet.

Hours Available to Render Services: Between 5:00 p.m. and 7:00 a.m.

Duties:

- 6.1. Perform Basic Services: Tuesday and Friday (2 days/week).
- 6.2. The Contractor is responsible for cleaning all offices, kitchen, restrooms, and exterior entryway.
- 6.3. This is a secure facility and will require security access to the facility. The Contractor will be provided key access to the facility.

#### **7. NACET BUSINESS INCUBATOR**

Address: 2225 N. Gemini Dr.

Specs: Approx 2,200 square feet.

Hours Available to Render Services: Between 5:00 p.m. and 7:00 p.m.

Duties:

- 7.1. Perform Basic Services: 5 times/week, -- Monday through Friday.
- 7.2. This is a secure facility and will require security access to the facility.

- 7.3. The areas to clean are the common areas of the foyer/entry, hallways, kitchen, three (3) restrooms, and office spaces to the right of the entry. Tenant spaces are to be excluded.

## **8. PARKFLAG OFFICE (HOPI BUILDING)**

Address: 120 N. Beaver St.

Specs: Approx. 1,550 square feet.

Hours Available to Render Services: Between 5:00 p.m. and 7:00 p.m.

Duties:

- 8.1. Perform Basic Services: 1 time/week.
- 8.2. The areas to be cleaned are the foyer and reception area, shared common space, 5 offices off the common space, the parking aide conference room, bathroom, kitchen, and side door foyer.
- 8.3. Any space not specifically named is excluded.

## **9. WATER SERVICES ADMINISTRATION BUILDING**

Address: 1800 E Butler Ave.

Specs: Approx. 1,200 square feet (Office portion only).

Hours Available to Render Services: Between 7:00 p.m. and 5:00 a.m.

Duties:

- 9.1. Perform Basic Services: Monday, Wednesday, and Friday (three days/per week).

## **10. WATER SERVICES SHOP EAST SIDE**

Address: 5401 E. Commerce Ave.

Specs: Approx. 7,838 square feet.

Hours Available to Render Services: Between 6:00 p.m. and 10:00 p.m.

Duties:

- 10.1. Perform Basic Services: Tuesday and Thursday (2 days/week).
- 10.2. Contractor is responsible for cleaning the office area and GIS Office/File Cabinet Room/Meeting Room of this facility and the exterior entryway 12' x 12' approach area up each entry/exit doorway (X2), removal (and replacement) of floor mats for proper cleaning of floors in all areas.
- 10.3. Contractor is not responsible for moving equipment located on work benches.

**EXHIBIT A.3**

**PROPOSAL AND FREQUENCY FORM  
(Attached)**

# CITY OF FLAGSTAFF CUSTODIAL SERVICES

## Solicitation Number: 2024-26 FINAL PROPOSAL

<b>Submitted To</b>	City of Flagstaff, Arizona Purchasing Division Attention: Teddy Callan - Procurement Specialist 211 West Aspen Avenue Flagstaff, AZ 86001 Teddy.callan@flagstaffaz.gov 928-213-2275
<b>Submitted By</b>	CD Phoenix, LLC dba DetailXPerts Attention: Angela Williams, President 1438 W Broadway #101 Tempe, AZ 852827 <a href="mailto:info@detailxperts.net">info@detailxperts.net</a> <a href="http://www.detailxperts.net">www.detailxperts.net</a> 480-757-9032



**CD PHOENIX, LLC dba DETAILXPERTS**

January 11, 2024

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**Minimum # of staff  
required for each  
visit: Determined by  
Contractor**

FREQUENCY TASK LIST				
BASIC SERVICES	PER DAY	SEMI- WEEKLY	WEEKLY	LUMP SUM
<b>Floors/Carpeted (all areas)</b>				
Vacuum all carpet (under desks, tables, chairs)		x		
Vacuum traffic areas		x		
Spot clean carpet (as needed or as found)				
<b>Floors/Non-Carpeted</b>				
Dry Mop				
Wet Mop		x		
<b>Concrete Stair Wells</b>				
Concrete stair wells, sweep/mop		n/a		
Concrete stair wells, pick up large debris		n/a		
<b>Doors</b>				
Clean all glass doors and side glasses		x		
<b>Stainless Steel</b> - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).				
<b>Stairs, Stair Landing, Walks &amp; Hallways</b>				
Sweep or vacuum (if carpeted)		x		
Wet Mop				
<b>Vents</b> - Exhaust Dust			x	
<b>Handrails Stairs and Bridge to Restrooms</b> - Disinfect, spray and wipe all wood handrails				
<b>Tables/Surfaces</b> - (Ledges / Countertops) - Clean and disinfect		x		
<b>Payphone Area and Elevator</b>				
Disinfect and clean all buttons and handicap buttons (spray and wipe)		n/a		
Wet Mop				
<b>File Cabinets and Card Files</b> - Dust				
<b>Water Fountains</b> - Clean and Disinfect		n/a		
<b>Wastebaskets</b> - Empty (change liners as needed)		x		
<b>Trash &amp; Recycle Containers</b>				
Trash - Empty and replace liner as needed		x		
Recycling - Empty. Do not use				

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

plastic liners in employee offices	x	
<b>Dusting</b> - High dusting (6ft to 20 ft)		
<b>Dusting</b> - Low dust (to 6 foot height)	x	

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

FREQUENCY TASK LIST				
BASIC SERVICES	PER DAY	SEMI- WEEKLY	WEEKLY	LUMP SUM
<b>Rest Rooms</b>				
Clean floor drain cover add deodorizer		x		
Clean and sanitize stalls, commodes and urinals		x		
Clean mirrors and shelves				
Wash urinals, walls surrounding urinal & toilet partitions		x		
Clean sinks and chrome, fill soap dispensers		x		
Clean and fill napkin disposal and change liner			x	
Wet mop and disinfect		x		
Fill toilet paper dispenser			x	
Spot clean walls, pipe fixtures			x	
Clean walls			x	
Empty trash containers			x	
Fill and damp clean seat cover dispenser				
Damp clean exterior of trash container				
Treat all floor drains - 1 gallon of water and disinfect				
<b>Employee Lunchrooms, Kitchens, Lounges, Council Conference Rooms, Lobbies and Hallways</b>		x		
<b>Sand Urns - Empty</b>				
<b>Refrigerator - Clean exterior (damp cloth)</b>				
Clean chairs with damp cloth				
Empty Wastebaskets (and change liners as needed)		x		
Clean ledges, counter tops, appliance and furniture (damp cloth)		x		
Clean tables		x		
Vacuum carpet thoroughly				
Clean sinks		x		
Damp clean exterior of trash container				
Floors, mop and disinfect		x		
<b>Microwave &amp; Toasters</b>				
Clean Interior and Exterior			x	
<b>TOTAL BASIC SERVICES</b>				<b>\$475.00</b>

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

FREQUENCY TASK LIST		
MONTHLY SERVICES	MONTHLY	LUMP SUM
<b>Windows</b> - Entrance glass & slanted glass - Clean	x	\$65.00
<b>Doors</b> - Clean all non-glass doors & door jams		\$25.00
Clean all office glass panels next to doors	x	\$15.00
<b>Dusting (Spray and Wipe)</b>		
Windows - Blinds		\$10.00
Vents/Exhaust	x	\$10.00
High dust (above 6 feet to 20 feet)	x	\$10.00
Remove all cobwebs	x	\$5.00
<b>Floor Mats</b> - Wash		\$15.00
<b>Rest Rooms</b>		
Disinfect and clean all walls	x	\$75.00
<b>Floors - Lobby First Floor, Hallways and Breakrooms</b>		
Buff		\$95.00
<b>TOTAL MONTHLY SERVICES</b>		<b>\$325.00</b>

COST SUMMARY				
SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$475.00	1	\$5,700.00
Monthly Services	12-MONTHS - Times 12	\$325.00	14	\$3,900.00
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>				<b>\$9,600.00</b>



**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

<b>AS REQUESTED SERVICES</b>		
		<b>LUMP SUM</b>
<b>Windows</b> - Interior and Exterior	X	\$225.00
<b>Doors</b>		
Oil all non-glass doors		\$45.00
<b>Dusting</b>		
All exposed beams		\$50.00
<b>Refrigerator</b> - Defrost and clean		\$45.00
<b>Floors/Non-Carpeted</b>		
<b>Weekly Buffing</b>	X	
<b>Strip, Wax and Buff</b> - Note: This does not apply to the wood floor in the lobby of City Hall		<b>450</b>
Cement floors, strip and seal		\$250.00
<b>Lights</b> - Clean (wash fixtures & bulbs)	X	\$200.00
<b>Floors/Carpeted</b>		
Spot clean carpet	X	\$95
<b>Shampoo Carpets</b> - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.	X	\$350
Concrete stair wells, sweep/mop		\$150
<b>Desks</b> - Cleaning/Waxing of desks		\$45
<b>Walls</b> - Spot clean		\$95
<b>Sofas, Chairs, office chairs, Council Chambers &amp; Conference areas</b>		\$75
Clean and dust		
<b>Windows</b>		
Interior	X	\$25.00
Exterior	X	\$60.00
<b>Sofas, Chairs, office chairs, Council Chambers &amp; Conference areas -</b>		

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

<p><b>Shampoo - Note:</b> The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.</p>		<b>\$75</b>
--	--	-------------

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**CITY HALL**

**Minimum # of staff  
required for each  
visit: 4**

FREQUENCY TASK LIST				
BASIC SERVICES	PER DAY	SEMI-WEEKLY	WEEKLY	LUMP SUM
<b>Floors/Carpeted (all areas)</b>				
Vacuum all carpet (under desks, tables, chairs)			X	
Vacuum traffic areas	X			
Spot clean carpet (as needed or as found)	X			
<b>Floors/Non-Carpeted</b>				
Dry Mop	X			
Wet Mop	X			
<b>Concrete Stair Wells</b>				
Concrete stair wells, sweep/mop			X	
Concrete stair wells, pick up large debris	X			
<b>Doors</b>				
Clean all glass doors and side glasses	X			
<b>Stainless Steel</b> - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).			X	
<b>Stairs, Stair Landing, Walks &amp; Hallways</b>				
Sweep or vacuum (if carpeted)	X			
Wet Mop			X	
<b>Vents</b> - Exhaust Dust			X	
<b>Handrails Stairs and Bridge to Restrooms</b> - Disinfect, spray and wipe all wood handrails	X			
<b>Tables/Surfaces</b> - (Ledges / Countertops) - Clean and disinfect	X			
<b>Payphone Area and Elevator</b>				
Disinfect and clean all buttons and handicap buttons (spray and wipe)	X			
Wet Mop	X			
<b>File Cabinets and Card Files</b> - Dust			X	
<b>Water Fountains</b> - Clean and Disinfect	X			

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**CITY HALL**

<b>Wastebaskets</b> - Empty (change liners as needed)	X	
<b>Trash &amp; Recycle Containers</b>		
Trash - Empty and replace liner as needed	X	
Recycling - Empty. Do not use plastic liners in employee offices	X	
<b>Dusting</b> - High dusting (6ft to 20 ft)	X	
<b>Dusting</b> - Low dust (to 6 foot height)	X	

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**CITY HALL**

FREQUENCY TASK LIST				
BASIC SERVICES	PER DAY	SEMI-WEEKLY	WEEKLY	LUMP SUM
<b>Rest Rooms</b>				
Clean floor drain cover add deodorizer	X			
Clean and sanitize stalls, commodes and urinals	X			
Clean mirrors and shelves	X			
Wash urinals, walls surrounding urinal & toilet partitions	X			
Clean sinks and chrome, fill soap dispensers	X			
Clean and fill napkin disposal and change liner	X			
Wet mop and disinfect	X			
Fill toilet paper dispenser	X			
Spot clean walls, pipe fixtures	X			
Clean walls			X	
Empty trash containers	X			
Fill and damp clean seat cover dispenser	X			
Damp clean exterior of trash container			X	
Treat all floor drains - 1 gallon of water and disinfect	X			
<b>Employee Lunchrooms, Kitchens, Lounges, Council Conference Rooms, Lobbies and Hallways</b>				
<b>Sand Urns - Empty</b>	X			
<b>Refrigerator - Clean exterior (damp cloth)</b>			X	
Clean chairs with damp cloth			X	
Empty Wastebaskets (and change liners as needed)	X			
Clean ledges, counter tops, appliance and furniture (damp cloth)	X			
Clean tables	X			
Vacuum carpet thoroughly	X			
Clean sinks	X			

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**CITY HALL**

Damp clean exterior of trash container	X	
Floors, mop and disinfect	X	
<b>Microwave &amp; Toasters</b>		
Clean Interior and Exterior	X	
<b>TOTAL BASIC SERVICES</b>		<b>\$4,500.00</b>

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**CITY HALL**

FREQUENCY TASK LIST		
MONTHLY SERVICES	MONTHLY	LUMP SUM
<b>Windows</b> - Entrance glass & slanted glass - Clean	X	\$125.00
<b>Doors</b> - Clean all non-glass doors & door jams	X	\$160.00
Clean all office glass panels next to doors	X	\$150.00
<b>Dusting (Spray and Wipe)</b>		
Windows - Blinds	X	\$160.00
Vents/Exhaust	X	\$85.00
High dust (above 6 feet to 20 feet)	X	\$200.00
Remove all cobwebs	X	\$60.00
<b>Floor Mats</b> - Wash	X	\$125.00
<b>Rest Rooms</b>		
Disinfect and clean all walls	X	\$225.00
<b>Floors - Lobby First Floor, Hallways and Breakrooms</b>		
Buff	X	\$650.00
<b>TOTAL MONTHLY SERVICES</b>		<b>\$1,940.00</b>

COST SUMMARY				
SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$4,500.00	12	\$54,000.00
	12-MONTHS - Times 12	\$1,940.00	80	\$23,280.00
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>				<b>\$77,280.00</b>

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**CITY HALL**

---



**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**CITY HALL**

<b>AS REQUESTED SERVICES</b>		
		<b>LUMP SUM</b>
<b>Windows - Interior and Exterior</b>		\$475.00
<b>Doors</b>		
Oil all non-glass doors		\$65.00
<b>Dusting</b>		
All exposed beams		\$150.00
<b>Refrigerator - Defrost and clean</b>		\$125.00
<b>Floors/Non-Carpeted</b>		
<b>Weekly Buffing</b>	X	
<b>Strip, Wax and Buff</b> - Note: This does not apply to the wood floor in the lobby of City Hall		\$425.00
Cement floors, strip and seal		\$600.00
<b>Lights</b> - Clean (wash fixtures & bulbs)		\$375.00
<b>Floors/Carpeted</b>		
Spot clean carpet		\$175
<b>Shampoo Carpets</b> - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		\$4,500
Concrete stair wells, sweep/mop		\$300
<b>Desks</b> - Cleaning/Waxing of desks		\$270
<b>Walls</b> - Spot clean		\$175
<b>Sofas, Chairs, office chairs, Council Chambers &amp; Conference areas</b>		
Clean and dust		\$225

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**CITY HALL**

<p><b>Windows</b> Interior Exterior</p>		<p style="text-align: right;">\$175.00</p>
<p><b>Sofas, Chairs, office chairs, Council Chambers &amp; Conference areas -</b> <b>Shampoo - Note:</b> The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.</p>		<p style="text-align: right;">\$225.00</p>

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**MILLIGAN HOUSE**

Minimum # of staff  
required for each

visit: Determined by  
Contractor

BASIC SERVICES	FREQUENCY		
	PER DAY	WEEKLY	LUMP SUM
<b>Floors/Carpeted</b>			
Vacuum all carpet (under desks, tables, chairs)	X		
Remove debris and vacuum traffic areas	X		
Spot clean carpet (as requested)	X		
<b>Floors/Non-Carpeted</b>			
Dry Mop	X		
Wet Mop	X		
Concrete stair wells, sweep/mop (as requested)	X		
<b>Doors</b>			
Clean all glass doors and entrance side glasses	X		
<b>Stainless Steel</b> - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).		X	
<b>Stairs &amp; Exterior Walks</b>			
Vacuum	X		
Wet Mop		X	
<b>Vents</b> - Exhaust		X	
<b>Sofas, Chairs, office chairs &amp; Conference areas</b>			
Vacuum upholstery		X	
<b>Tables</b> - Clean	X		
<b>File Cabinets and Card Files</b> - Dust	X		
<b>Wastebaskets</b> - Empty (change liners as needed)	X		
<b>Trash &amp; Recycle Containers</b> Empty (change liner as needed)	X		
<b>Ledges and Counter Tops</b> - Damp clean and polish	X		
<b>Dusting</b> - Low dust (to 6 foot height)		X	
<b>Rest Rooms</b>			
Clean floor drain cover		X	
Clean and sanitize stalls, commodes and urinals	X		
Clean mirrors and shelves	X		
Wash urinals, walls surrounding urinal & toilet partitions	X		
Clean sinks and chrome, fill soap dispensers	X		
Clean and fill napkin disposal and change liner	X		
Wet mop and disinfect	X		
Fill toilet paper dispenser	X		
Spot clean walls, pipe fixtures	X		
Clean walls		X	
Empty trash containers	X		
Damp clean exterior of trash container	X		

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**MILLIGAN HOUSE**

Treat all floor drains - 1 gallon of water and disinfect	X	
--	---	--

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**MILLIGAN HOUSE**

BASIC SERVICES	FREQUENCY		
	PER DAY	WEEKLY	LUMP SUM
<b>Employee Lunchrooms, Kitchens, Lounges, Conference Rooms, Lobbies and Hallways</b>			
<b>Refrigerator</b> - Clean exterior (damp cloth)		X	
Empty Wastebaskets (and change liners as needed)	X		
Clean ledges and counter tops (damp cloth)	X		
Vacuum carpet thoroughly	X		
Clean sinks	X		
Damp clean exterior of trash container	X		
Floors, mop and disinfect	X		
<b>Microwave</b>			
Exterior	X		
Interior		X	
<b>Outside Foyer</b> - Dry Mop		X	
<b>TOTAL BASIC SERVICES</b>			<b>\$160.00</b>

MONTHLY SERVICES	FREQUENCY	
	MONTHLY	LUMP SUM
<b>Doors</b>		
Clean all non-glass doors & door jams	X	\$8.00
Clean all glass panels next to doors	X	\$4.00
<b>Dusting</b>		
Windows - Blinds	X	\$10.00
Vents/Exhaust	X	\$6.00
Book and Magazine Shelves	X	\$12.00
High dust (above 6 feet)	X	\$18.00
Remove all cobwebs	X	\$8.00
<b>Rest Rooms</b>		
Disinfect walls	X	\$15.00
<b>TOTAL MONTHLY SERVICES</b>		<b>\$81.00</b>

**COST SUMMARY**

SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$160.00	1	\$1,920.00
Monthly Services	12-MONTHS - Times 12	\$81.00	3.5	\$972.00
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>				<b>\$2,892.00</b>

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**MILLIGAN HOUSE**

<b>AS REQUESTED SERVICES</b>		
<b>Windows</b>		
Interior		\$75.00
Exterior		\$150.00
<b>Sofas, Chairs, office chairs &amp; Conference areas</b>		
		\$60.00
<p><b>Shampoo - Note:</b> The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.</p>		
<b>Doors</b>		
Oil all non-glass doors		\$35.00
<b>Dusting</b>		
Beams		\$35.00
Refrigerator - Defrost and clean		\$25.00
<b>Floors/Non-Carpeted</b>		
Strip, Wax and Buff		\$150.00
Cement floors, strip and seal		\$225.00
Lights - Clean (wash fixtures & bulbs)		\$75.00
<b>Floors/Carpeted</b>		
Spot clean carpet		\$75
<p><b>Shampoo Carpets - Note:</b> Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.</p>		
		175
Concrete stair wells, sweep/mop		\$35
Desks - Cleaning/Waxing of desks		\$25
Walls - Spot clean		\$45
<b>Sofas, Chairs, office chairs &amp; Conference areas</b>		
Clean and dust		\$35

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**LIBRARY**

Minimum # of staff required

for each visit: **3**

BASIC SERVICES	FREQUENCY			LUMP SUM
	DAILY	SEMI-WEEKLY	WEEKLY	
<b>Floors/Carpeted</b>				
Vacuum all carpet (under desks, tables, chairs)		X		
Remove debris and vacuum traffic areas	X			
<b>Floor/Non-Carpeted</b>				
Dry Mop	X			
Wet Mop	X			
Concrete stair wells, sweep/mop		X		
<b>Doors</b>				
Clean all glass doors to include emergency exits, (inside and outside)	X			
Clean all glass panels next to doors	X			
<b>Stainless Steel</b> - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).			X	
<b>Stairs, Stair Landings, Exterior Walks (all pathways and loading docks)</b>				
Sweep or vacuum 10 ft. from entrance drs.	X			
Wet Mop Interior paths			X	
<b>Sofas, Chairs, office chairs &amp; Program areas</b> - Clean and Dust				
Vacuum upholstery - Public Area			X	
<b>Tables</b> - Clean	X			
<b>File Cabinets and Card Files</b> - Dust		X		
<b>Water Fountains</b> - Clean and Disinfect	X			
<b>Trash &amp; Recycle Containers</b>				
Empty (change liners as needed)	X			
Empty pencil sharpeners			X	
<b>Book and Magazine Shelves</b> - Dust			X	
<b>Display Case Glass</b> - Clean	X			
<b>Ledges, Counters and Circulation Desks</b>				
Clean and polish	X			
<b>Lockers</b> - Clean (damp cloth)			X	
<b>Dusting</b> - Low dust (to 6 foot height)			X	
<b>Rest Rooms</b>				
Remove waterless urinal cartridges and clean			X	
Clean floor drain cover			X	
Clean and sanitize stalls, commodes and urinals	1,2			
Clean mirrors	1,2			

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**LIBRARY**

<b>BASIC SERVICES</b>	<b>FREQUENCY</b>			<b>LUMP SUM</b>
	<b>DAILY</b>	<b>SEMI- WEEKLY</b>	<b>WEEKLY</b>	
Wash urinals, walls surrounding urinal & toilet partitions	1,2			
Clean sinks and fixtures, fill soap dispensers	1,2			
Clean and fill napkin disposal and change liner	1,2			
Wet mop and disinfect	1,2			
Fill toilet paper dispenser	1,2			
Spot clean walls, pipe fixtures	1,2			
Clean walls			X	
Empty trash containers and change liners	1,2			
Fill and damp clean seat cover dispenser	1,2			
Damp clean exterior of trash container	1,2			
Clean all kick plates & door fixtures	1,2			
Treat all floor drains - 1 gallon of water and disinfect (not bleach)	1,2			
<b>Employee Lunchrooms, Kitchens, Lounges, Conference Rooms, Lobbies and Hallways</b>				
Clean chairs with damp cloth			X	
Empty Wastebaskets and change liners	X			
Clean ledges and counter tops (damp cloth)	X			
Clean tables	X			
Vacuum carpet thoroughly	X			
Clean sinks	X			
Damp clean exterior of trash container	X			
<b>Microwave</b>				
Exterior	X			
Interior			X	
<b>Refrigerators</b> (wipe down outside)			X	
<b>TOTAL BASIC SERVICES</b>				<b>\$6,787.00</b>



**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**LIBRARY**

MONTHLY SERVICES	FREQUENCY	
	MONTHLY	LUMP SUM
<b>Doors</b>		
Clean all non-glass doors & door jams	X	\$150.00
Clean all glass panels next to doors and metal framing	X	\$125.00
<b>Dusting</b>		
Blinds(dusting not cleaning)	X	\$95.00
Vents/Exhaust	X	\$65.00
High dust (above 6 feet)	X	\$155.00
Remove all cobwebs	X	\$45.00
<b>Floor Mats</b> - Wash	X	\$95.00
<b>Payphones</b> - Clean and disinfect	X	\$30.00
<b>Rest Rooms</b>		
Disinfect walls	X	\$125.00
<b>TOTAL MONTHLY SERVICES</b>		<b>\$885.00</b>

COST SUMMARY				
SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$6,787.00	13	\$81,444.00
Monthly Services	12-MONTHS - Times 12	\$885.00	4	\$10,620.00
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>				<b>\$92,094.00</b>

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**LIBRARY**

<b>AS REQUESTED SERVICES</b>		
<b>Ledges and Counter tops - polish with</b>		
<b>Windows</b>		
Interior		\$200.00
Exterior (Screens removed for cleaning)		\$350.00
<b>Doors</b>		
Oil all non-glass doors		\$55.00
<b>Dusting</b>		
Beams		\$65.00
<b>Refrigerator - Clean</b>		\$45.00
<b>Floors/Non-Carpeted</b>		
Wet clean all ceiling fan blades and fixtures		\$125.00
<b>Lights - Dust all light fixtures</b>		\$145.00
<b>Floors/Carpeted</b>		
Spot clean carpet		95
<b>Emergency Service Call - for example: Restroom Cleanup/ physical issues</b>		\$150
<b>Desks - Cleaning/Waxing of desks</b>		\$45
<b>Walls - Spot clean</b>		165
<b>Dusting IT area - (we prep it)</b>		125
<b>Wet Mop, Spray and buff</b>		\$140
<b>Chairs and Sofas - Vacuum upholstery staff area</b>		\$60
<b>Garage and Loading Dock - Approximately 14, 000 square feet. Hosing of underground parking area. City to provide clear drain.</b>		\$145
<b>CARPET CLEANING/SHAMPOOING</b>		
<b>Shampoo - Note:</b> The shampooing of furniture/carpets will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		3500

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**EAST BRANCH LIBRARY**

Minimum # of staff required for each visit: <b>2</b>		FREQUENCY		
BASIC SERVICES	SEMI- DAILY	WEEKLY	WEEKLY	LUMP SUM
<b>Floors/Carpeted</b>				
Vacuum all carpet (under desks, tables, chairs) Remove debris and vacuum traffic areas	X		X	
<b>Floor/Non-Carpeted (bathrooms and entry)</b>				
Dry Mop	X			
Wet Mop	X			
Concrete stair wells, sweep/mop		X		
<b>Doors</b>				
Clean all glass doors to include emergency exits, (inside and outside)	X			
Clean all glass panels next to doors	X			
<b>Stainless Steel</b> - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).			X	
<b>Exterior Walks (all pathways)</b>				
Sweep or vacuum 10 ft. from entrance drs.	X			
Wet Mop Interior paths			X	
<b>Sofas, Chairs, office chairs &amp; Program areas</b> - Clean and Dust				
Vacuum upholstery - Public Area			X	
<b>Tables</b> - Clean and polish glass	X			
<b>File Cabinets and Card Files</b> - Dust		X		
<b>Water Fountains</b> - Clean and Disinfect	X			
<b>Trash &amp; Recycle Containers</b>				
Trash - Empty and replace liner as needed	X			
Recycling - Empty. Do not use plastic liners in employee offices	X			
Empty pencil sharpeners			X	
<b>Book and Magazine Shelves</b> - Dust in			X	
<b>Display Case Glass</b> - Clean	X			
<b>Ledges, Counters and Circulation Desks</b>	X			
<b>Lockers in Teen Room</b> - Clean (damp cloth)			X	
<b>Dusting</b> - Low dust (to 6 foot height)			X	
<b>Rest Rooms</b>				
Remove waterless urinal cartridges and clean			X	
Clean floor drain cover			X	
Clean and sanitize stalls, commodes and urinals	X			
Clean mirrors	X			

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**EAST BRANCH LIBRARY**

<b>BASIC SERVICES</b>	<b>FREQUENCY</b>		<b>LUMP SUM</b>
	<b>DAILY</b>	<b>SEMI-WEEKLY</b>	
Wash urinals, walls surrounding urinal & Clean sinks and fixtures, fill soap dispensers	X		
Clean and fill napkin disposal and change	X		
Wet mop and disinfect	X		
Fill toilet paper dispenser	X		
Spot clean walls, pipe fixtures	X		
Clean walls, removing graffiti or report to Library Manager	X		
Empty trash containers and change liners	X		
Fill and damp clean seat cover dispenser	X		
Damp clean exterior of trash container	X		
Clean all kick plates & door fixtures	X		
Treat all floor drains - 1 gallon of water and	X		
<b>Employee Lunchrooms, Kitchens,</b>			
Clean chairs with damp cloth		X	
Empty Wastebaskets and change liners	X		
Clean ledges and counter tops (damp cloth)	X		
Clean tables	X		
Vacuum carpet thoroughly	X		
Clean sinks	X		
Damp clean exterior of trash container	X		
Exterior (Trash container)	X		
Interior (Trash container)		X	
Refrigerators (wipe down outside)		X	
<b>TOTAL BASIC SERVICES</b>			<b>\$3,154.00</b>

<b>MONTHLY SERVICES</b>	<b>FREQUENCY</b>		<b>LUMP SUM</b>
	<b>MONTHLY</b>		
<b>Doors</b>			
Clean all non-glass doors & door jams	X		\$60.00
metal framing	X		\$40.00
<b>Dusting</b>			
Blinds(dusting not cleaning)	X		\$45.00
Vents/Exhaust	X		\$35.00
High dust (above 6 feet)	X		\$65.00
Remove all cobwebs	X		\$35.00
<b>Floor Mats - Wash</b>	X		\$45.00
<b>Rest Rooms</b>			
Disinfect walls	X		\$40.00
<b>TOTAL MONTHLY SERVICES</b>			<b>\$365.00</b>

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**EAST BRANCH LIBRARY**

<b>COST SUMMARY</b>				
SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$3,154.00	5	\$37,848.00
Monthly Services	12-MONTHS - Times 12	\$365.00	16	\$4,380.00
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>				<b>\$42,228.00</b>

<b>AS REQUESTED SERVICES</b>		
Ledges and Counter tops - polish with good wood oil		\$85.00
<b>Windows</b>		
Interior		\$125.00
Exterior		\$275.00
<b>Doors</b>		
Oil all non-glass doors		\$45.00
<b>Dusting</b>		
Florescent Light Fixtures		\$75.00
Refrigerator - Clean		\$35.00
<b>Floors/Non-Carpeted</b>		
Wet clean all ceiling fan blades and fixtures		\$85.00
Lights - Dust all light fixtures		\$95.00
<b>Floors/Carpeted</b>		
Spot clean carpet		14
<b>Emergency Service Call - for example: Restroom Cleanup/ physical issues</b>		
Desks - Cleaning/Waxing of desks		45
Walls - Spot clean		80
Wet Mop, Spray and buff		\$110
Chairs and Sofas - Vacuum upholstery staff area		\$35
<b>CARPET CLEANING/SHAMPOOING</b>		
<b>Shampoo - Note:</b> The shampooing of furniture/carpets will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		1500

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**VISITORS CENTER**

Minimum # of staff required for each visit: Determined by Contractor				
BASIC SERVICES	FREQUENCY TASK LIST			LUMP SUM
	DAILY	SEMI-WEEKLY	WEEKLY	
<b>Floors/Carpets</b>				
<i>Racking pulled away from the walls to complete the following:</i>				
Sweep/Wet mop	X			
Remove gum, tar, etc.	X			
Remove debris	X			
Vacuum all carpet (under desk, tables, chairs, etc.)	X			
Spot clean carpets	X			
<b>Doors</b>				
Glass cleaned	X			
Chrome handbars and kick panels shined	X			
Spot clean non-glass portions of doors & jams inside and out	X			
<b>Windows, Interior</b>				
Wipe window sills			X	
<b>Walls</b>				
Spot clean to remove handprints and smudges	X			
Spot clean baseboards	X			
<b>Water Fountains/Payphones</b>				
Clean and disinfect	X			
<b>Ledges, Lobby Tables, and Counter Tops</b>				
Damp clean and polish		X		
Dust brochure displays			X	
Retail will be stocked and cleaned by VC staff, retail cabinetry will be cleaned and polished by Custodial staff.			X	
<b>Chairs</b>				
Lobby plastic chairs and legs wiped down with wet rag		X		
Cloth chairs and benches vacuumed and legs wiped down			X	
<b>Trash &amp; Recycle Containers</b>				
Trash - Empty and replace liner as needed	X			
Recycling - Empty. Do not use plastic liners in employee offices	X			

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**VISITORS CENTER**

Wipe and disinfect - trash containers (recycling containers as needed)	X	
---	---	--

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**VISITORS CENTER**

FREQUENCY TASK LIST				
BASIC SERVICES	SEMI-			LUMP SUM
	DAILY	WEEKLY	WEEKLY	
<b>Break room</b>				
Microwave, exterior, interior cleaned		X		
Refrigerator cleaned on outside only with damp cloth		X		
Coffee maker cleaned		X		
Counter wiped	X			
Sink scrubbed			X	
Cupboard doors and handles wiped down			X	
Floor thoroughly vacuumed	X			
Wastebaskets and trash containers emptied, new liner as needed	2			
Exterior of wastebaskets and trash containers wiped down	X			
<b>Restrooms</b>				
Clean and sanitize toilets, and urinals	2			
Wash walls surrounding urinal and toilets	2			
Wash and sanitize stalls inside and out			X	
Wet mop and disinfect	2			
Clean mirrors and shelves	2			
Scrub and sanitize sink and countertops	2			
Wipe down and shine hand dryer	2			
Shine chrome	2			
Fill and wipe down soap dispensers	2			
Fill and wipe down toilet paper dispenser	2			
Fill and wipe down sanitary seat cover dispensers	2			
Wastebaskets and trash containers emptied; liner changed as needed	2			
Exterior of wastebaskets and trash containers wiped down	2			
Wipe down window sills	X			
Spot clean walls and exposed pipes	X			
Clean exhaust vents			X	



**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**VISITORS CENTER**

<b>BASIC SERVICES</b>	<b>FREQUENCY TASK LIST</b>			<b>LUMP SUM</b>
	<b>DAILY</b>	<b>SEMI-WEEKLY</b>	<b>WEEKLY</b>	
<b>Office Area</b>				
Wipe down filing cabinets			X	
Wipe clean all telephones/sanitize ear and mouthpieces	X			
Vacuum thoroughly	X			
Wastebaskets and trash containers emptied; liner changed as needed	X			
Exterior of wastebaskets and trash containers wiped down	X			
<b>Dusting</b>				
Remove all cobwebs			X	
<b>Outside Perimeter</b>				
Within 20-feet of building parameter ensure trash and cigarette butts are disposed of	X			
Sweep within 10-feet of building parameter	X			
Wipe down benches	X			
<b>Trash Containers, Exterior</b>				
Remove cigarette butts from urns	2			
Wastebaskets and trash containers emptied; liner changed as needed	X			
Exterior of wastebaskets and trash containers wiped down	X			
<b>Doors Exterior (including side glass panels)</b>				
Glass cleaned inside and out	X			
Door frames wiped down	X			
Metal plates and kick plates shined with no streaks	X			
Clean door sills	X			
Windows, Exterior			X	
Wash window sills			X	
<b>TOTAL BASIC SERVICES</b>				<b>\$3,800.00</b>

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**VISITORS CENTER**

<b>COST SUMMARY</b>				
<b>SERVICE</b>	<b>FREQUENCY</b>	<b>UNIT COST</b>	<b>ESTIMATED HOURS PER SERVICE</b>	<b>EXTENDED PRICE</b>
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$3,800.00	6	\$45,600.00
<b>AMOUNT</b>				<b>\$45,600.00</b>
<b>AS REQUESTED SERVICES</b>				
				<b>LUMP SUM</b>
<b>Windows, Interior</b>				
Wash low windows				\$40.00
Dust blinds				\$35.00
<b>Walls - Scrub baseboards</b>				
				\$55.00
<b>Dusting</b>				
Pictures				\$25.00
<b>Windows, Exterior</b>				
Wash low windows				\$125.00
<b>Windows, Interior and Exterior</b>				
Wash high windows				\$200.00
<b>Lights and Ceiling Fans</b>				
Dust ceiling lighting and fans				\$95.00
<b>Dusting</b>				
High dusting (over 6-feet)				\$75.00
<b>Chairs</b>				
Cloth Chairs steam cleaned				35
Floors - High pressure steam				\$350
<b>Outside Perimeter</b>				
Power spray walkway along the front side of building				\$35

**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM**

**ParkFlag Office**

Minimum # of staff required  
for each visit: **Determined**  
by Contractor

BASIC SERVICES	FREQUENCY				LUMP SUM
	DAILY	2x WEEK	SEMI- WEEKLY	WEEKLY	
<b>Floors/Carpeted</b>					
Vacuum all carpet (under desks, tables, chairs)	X				
Remove debris and vacuum traffic areas	X				
Spot clean carpet (as requested)	X				
<b>Floors/Non-Carpeted</b>					
Dry Mop	X				
Wet Mop	X				
Concrete stair wells, sweep/mop (as requested)	X				
<b>Doors</b>					
Clean all glass doors and entrance side glasses				X	
<b>Stainless Steel</b> - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).				X	
<b>Stairs, Stair Landing, Elevator &amp; Exterior Walks</b>					
Sweep or vacuum (if carpeted)				X	
Wet Mop				X	
<b>Vents</b> - Exhaust				X	
<b>Sofas, Chairs, office chairs &amp; Conference areas</b>					
Vacuum upholstery	X				
<b>Tables</b> - Clean	X				
<b>File Cabinets and Card Files</b> - Dust	X				
<b>Water Fountains</b> - Clean and Disinfect	X				
<b>Wastebaskets</b> - Empty (change liners as needed)	X				
<b>Trash &amp; Recycle Containers</b> Empty (change liners as needed)	X				
<b>Ledges and Counter Tops</b> - Damp clean and polish	X				
<b>Dusting</b> - Low dust (to 6 foot height)	X				
<b>Patio</b> - Sweep	X				
<b>Rest Rooms</b>					
Clean floor drain cover	X				
Clean and sanitize stalls, commodes and urinals	X				
Clean mirrors and shelves	X				
Wash urinals, walls surrounding urinal & toilet partitions	X				
Clean sinks and chrome, fill soap dispensers	X				
Clean and fill napkin disposal and change liner	X				
Wet mop and disinfect	X				

**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM**

**ParkFlag Office**

<b>BASIC SERVICES</b>	<b>FREQUENCY</b>				<b>LUMP SUM</b>
	<b>DAILY</b>	<b>2x WEEK</b>	<b>SEMI- WEEKLY</b>	<b>WEEKLY</b>	
Spray wax and disinfect	X				
Fill toilet paper dispenser	X				
Spot clean walls, pipe fixtures	X				
Clean walls	X				
Empty trash containers	X				
Fill and damp clean seat cover dispenser	X				
Damp clean exterior of trash container	X				
Treat all floor drains - 1 gallon of water and disinfect				X	
<b>Employee Lunchrooms, Kitchens, Lounges, Conference Rooms, Lobbies, Hallways and Offices</b>					
<b>Sand Urns- empty</b>		X			
<b>Refrigerator - Clean exterior (damp cloth)</b>				X	
Clean chairs with damp cloth		X			
Empty Wastebaskets (and change liners as needed)		X			
Clean ledges and counter tops (damp cloth)		X			
Clean tables		X			
Vacuum carpet thoroughly		X			
Clean sinks		X			
Damp clean exterior of trash container		X			
Floors, mop and disinfect		X			
<b>Microwave</b>					
Exterior			X		
Interior			X		
<b>TOTAL BASIC SERVICES</b>					<b>\$195.00</b>

<b>MONTHLY SERVICES</b>	<b>FREQUENCY</b>		<b>LUMP SUM</b>
	<b>MONTHLY</b>		
<b>Doors</b>			
Clean all non-glass doors & door jams	X		\$20.00
Clean all glass panels next to doors	X		\$25.00
<b>Dusting</b>			
Windows - Blinds	X		\$20.00
Vents/Exhaust	X		\$18.00
Book and Magazine Shelves	X		\$15.00
High dust (above 6 feet)	X		\$35.00
Remove all cobwebs	X		\$15.00
<b>Rest Rooms</b>			
Disinfect walls	X		\$30.00
<b>TOTAL MONTHLY SERVICES</b>			<b>\$178.00</b>

**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM**

**ParkFlag Office**

<b>COST SUMMARY</b>					
<b>SERVICE</b>	<b>FREQUENCY</b>		<b>UNIT COST</b>	<b>ESTIMATED HOURS PER SERVICE</b>	<b>EXTENDED PRICE</b>
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12		\$195.00	2	\$2,340.00
Monthly Services	12-MONTHS - Times 12		\$178.00	8	\$2,136.00
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>					<b>\$4,476.00</b>

<b>AS REQUESTED SERVICES</b>		
		<b>LUMP SUM</b>
<b>Windows</b>		
Interior		\$60.00
Exterior		\$165.00
<b>Sofas, Chairs, office chairs &amp; Conference areas</b>		
<b>Shampoo - Note:</b> The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		\$85.00
<b>Floors/Non-Carpeted</b>		
Strip, Wax and Buff include IT Room		\$225.00
Cement floors, strip and seal		\$150.00
<b>Doors</b>		
Oil all non-glass doors		\$30.00
<b>Dusting</b>		
Beams and HVAC		\$35.00
<b>Refrigerator - Defrost and clean</b>		\$35.00
<b>Lights - Clean (wash fixtures &amp; bulbs)</b>		\$60.00
<b>Floors/Carpeted</b>		
Spot clean carpet		\$85.00
<b>Shampoo Carpets - Note:</b> Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		\$200.00
Concrete stair wells, sweep/mop		\$40.00
<b>Desks - Cleaning/Waxing of desks</b>		\$35.00
<b>Walls - Spot clean</b>		\$55.00

**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM**

**ParkFlag Office**

Sofas, Chairs, office chairs, & Conference areas		
Clean and dust		\$30.00

**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM**

**NACET BUSINESS INCUBATOR**

Minimum # of staff required  
for each visit: **2**

BASIC SERVICES	FREQUENCY				LUMP SUM
	DAILY	2x WEEK	SEMI- WEEKLY	WEEKLY	
<b>Floors/Carpeted</b>					
Vacuum all carpet (under desks, tables, chairs)	X				
Remove debris and vacuum traffic areas	X				
Spot clean carpet (as requested)	X				
<b>Floors/Non-Carpeted</b>					
Dry Mop	X				
Wet Mop	X				
Concrete stair wells, sweep/mop (as requested)	X				
<b>Doors</b>					
Clean all glass doors and entrance side glasses				X	
<b>Stainless Steel</b> - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).				X	
<b>Stairs, Stair Landing, Elevator &amp; Exterior Walks</b>					
Sweep or vacuum (if carpeted)				X	
Wet Mop				X	
<b>Vents</b> - Exhaust				X	
<b>Sofas, Chairs, office chairs &amp; Conference areas</b>					
Vacuum upholstery	X				
<b>Tables</b> - Clean	X				
<b>File Cabinets and Card Files</b> - Dust	X				
<b>Water Fountains</b> - Clean and Disinfect	X				
<b>Wastebaskets</b> - Empty (change liners as needed)	X				
<b>Trash &amp; Recycle Containers</b> Empty (change liners as needed)	X				
<b>Ledges and Counter Tops</b> - Damp clean and polish	X				
<b>Dusting</b> - Low dust (to 6 foot height)	X				
<b>Patio</b> - Sweep	X				
<b>Rest Rooms</b>					
Clean floor drain cover	X				
Clean and sanitize stalls, commodes and urinals	X				
Clean mirrors and shelves	X				
Wash urinals, walls surrounding urinal & toilet partitions	X				
Clean sinks and chrome, fill soap dispensers	X				
Clean and fill napkin disposal and change liner	X				
Wet mop and disinfect	X				

**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM  
NACET BUSINESS INCUBATOR**

<b>BASIC SERVICES</b>	<b>FREQUENCY</b>				<b>LUMP SUM</b>
	<b>DAILY</b>	<b>2x WEEK</b>	<b>SEMI- WEEKLY</b>	<b>WEEKLY</b>	
Spray wax and disinfect	X				
Fill toilet paper dispenser	X				
Spot clean walls, pipe fixtures	X				
Clean walls	X				
Empty trash containers	X				
Fill and damp clean seat cover dispenser	X				
Damp clean exterior of trash container	X				
Treat all floor drains - 1 gallon of water and disinfect				X	
<b>Employee Lunchrooms, Kitchens, Lounges, Conference Rooms, Lobbies, Hallways and Offices</b>					
<b>Sand Urns- empty</b>		X			
<b>Refrigerator - Clean exterior (damp cloth)</b>				X	
Clean chairs with damp cloth		X			
Empty Wastebaskets (and change liners as needed)		X			
Clean ledges and counter tops (damp cloth)		X			
Clean tables		X			
Vacuum carpet thoroughly		X			
Clean sinks		X			
Damp clean exterior of trash container		X			
Floors, mop and disinfect		X			
<b>Microwave</b>					
Exterior			X		
Interior			X		
<b>TOTAL BASIC SERVICES</b>					<b>\$325.00</b>

<b>MONTHLY SERVICES</b>	<b>FREQUENCY</b>		<b>LUMP SUM</b>
	<b>MONTHLY</b>		
<b>Doors</b>			
Clean all non-glass doors & door jams	X		\$35.00
Clean all glass panels next to doors	X		\$45.00
<b>Dusting</b>			
Windows - Blinds	X		\$30.00
Vents/Exhaust	X		\$25.00
Book and Magazine Shelves	X		\$20.00
High dust (above 6 feet)	X		\$45.00
Remove all cobwebs	X		\$15.00
<b>Rest Rooms</b>			
Disinfect walls	X		\$20.00
<b>TOTAL MONTHLY SERVICES</b>			<b>\$235.00</b>



**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM  
NACET BUSINESS INCUBATOR**

<b>COST SUMMARY</b>					
<b>SERVICE</b>	<b>FREQUENCY</b>		<b>UNIT COST</b>	<b>ESTIMATED HOURS PER SERVICE</b>	<b>EXTENDED PRICE</b>
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12		\$325.00	1	\$3,900.00
Monthly Services	12-MONTHS - Times 12		\$235.00	10	\$2,820.00
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>					<b>\$6,720.00</b>

<b>AS REQUESTED SERVICES</b>		
		<b>LUMP SUM</b>
<b>Windows</b>		
Interior		\$120.00
Exterior		\$175.00
<b>Sofas, Chairs, office chairs &amp; Conference areas</b>		
<b>Shampoo - Note:</b> The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		\$75.00
<b>Floors/Non-Carpeted</b>		
Strip, Wax and Buff include IT Room		\$175.00
Cement floors, strip and seal		\$125.00
<b>Doors</b>		
Oil all non-glass doors		\$45.00
<b>Dusting</b>		
Beams and HVAC		\$35.00
<b>Refrigerator</b> - Defrost and clean		\$35.00
<b>Lights</b> - Clean (wash fixtures & bulbs)		\$85.00
<b>Floors/Carpeted</b>		
Spot clean carpet		\$95.00
<b>Shampoo Carpets</b> - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		\$200.00
Concrete stair wells, sweep/mop		\$35.00
<b>Desks</b> - Cleaning/Waxing of desks		\$35.00
<b>Walls</b> - Spot clean		\$40.00

**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM**

**NACET BUSINESS INCUBATOR**

Sofas, Chairs, office chairs, & Conference areas		
Clean and dust		\$25.00

**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM  
NACET BUSINESS ACCELERATOR**

Minimum # of staff required  
for each visit: **2**

BASIC SERVICES	FREQUENCY				LUMP SUM
	DAILY	2x WEEK	SEMI- WEEKLY	WEEKLY	
<b>Floors/Carpeted</b>					
Vacuum all carpet (under desks, tables, chairs)	X				
Remove debris and vacuum traffic areas	X				
Spot clean carpet (as requested)	X				
<b>Floors/Non-Carpeted</b>					
Dry Mop	X				
Wet Mop	X				
Concrete stair wells, sweep/mop (as requested)	X				
<b>Doors</b>					
Clean all glass doors and entrance side glasses				X	
<b>Stainless Steel</b> - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).				X	
<b>Stairs, Stair Landing, Elevator &amp; Exterior Walks</b>					
Sweep or vacuum (if carpeted)				X	
Wet Mop				X	
<b>Vents</b> - Exhaust				X	
<b>Sofas, Chairs, office chairs &amp; Conference areas</b>					
Vacuum upholstery	X				
<b>Tables</b> - Clean	X				
<b>File Cabinets and Card Files</b> - Dust	X				
<b>Water Fountains</b> - Clean and Disinfect	X				
<b>Wastebaskets</b> - Empty (change liners as needed)	X				
<b>Trash &amp; Recycle Containers</b> Empty (change liners as needed)	X				
<b>Ledges and Counter Tops</b> - Damp clean and polish	X				
<b>Dusting</b> - Low dust (to 6 foot height)	X				
<b>Patio</b> - Sweep	X				
<b>Rest Rooms</b>					
Clean floor drain cover	X				
Clean and sanitize stalls, commodes and urinals	X				
Clean mirrors and shelves	X				
Wash urinals, walls surrounding urinal & toilet partitions	X				
Clean sinks and chrome, fill soap dispensers	X				
Clean and fill napkin disposal and change liner	X				
Wet mop and disinfect	X				

**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM  
NACET BUSINESS ACCELERATOR**

<b>BASIC SERVICES</b>	<b>FREQUENCY</b>				<b>LUMP SUM</b>
	<b>DAILY</b>	<b>2x WEEK</b>	<b>SEMI- WEEKLY</b>	<b>WEEKLY</b>	
Spray wax and disinfect	X				
Fill toilet paper dispenser	X				
Spot clean walls, pipe fixtures	X				
Clean walls	X				
Empty trash containers	X				
Fill and damp clean seat cover dispenser	X				
Damp clean exterior of trash container	X				
Treat all floor drains - 1 gallon of water and disinfect				X	
<b>Employee Lunchrooms, Kitchens, Lounges, Conference Rooms, Lobbies, Hallways and Offices</b>					
<b>Sand Urns- empty</b>		X			
<b>Refrigerator - Clean exterior (damp cloth)</b>				X	
Clean chairs with damp cloth		X			
Empty Wastebaskets (and change liners as needed)		X			
Clean ledges and counter tops (damp cloth)		X			
Clean tables		X			
Vacuum carpet thoroughly		X			
Clean sinks		X			
Damp clean exterior of trash container		X			
Floors, mop and disinfect		X			
<b>Microwave</b>					
Exterior			X		
Interior			X		
<b>TOTAL BASIC SERVICES</b>					<b>\$1,450.00</b>

<b>MONTHLY SERVICES</b>	<b>FREQUENCY</b>		<b>LUMP SUM</b>
	<b>MONTHLY</b>		
<b>Doors</b>			
Clean all non-glass doors & door jams	X		\$45.00
Clean all glass panels next to doors	X		\$55.00
<b>Dusting</b>			
Windows - Blinds	X		\$35.00
Vents/Exhaust	X		\$30.00
Book and Magazine Shelves	X		\$25.00
High dust (above 6 feet)	X		\$70.00
Remove all cobwebs	X		\$30.00
<b>Rest Rooms</b>			
Disinfect walls	X		\$45.00
<b>TOTAL MONTHLY SERVICES</b>			<b>\$335.00</b>

**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM  
NACET BUSINESS ACCELERATOR**

<b>COST SUMMARY</b>					
<b>SERVICE</b>	<b>FREQUENCY</b>		<b>UNIT COST</b>	<b>ESTIMATED HOURS PER SERVICE</b>	<b>EXTENDED PRICE</b>
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12		\$1,450.00	3	\$17,400.00
Monthly Services	12-MONTHS - Times 12		\$335.00	15	\$4,020.00
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>					<b>\$21,420.00</b>

<b>AS REQUESTED SERVICES</b>		
		<b>LUMP SUM</b>
<b>Windows</b>		
Interior		
Exterior		
<b>Sofas, Chairs, office chairs &amp; Conference areas</b>		
<b>Shampoo - Note:</b> The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		
<b>Floors/Non-Carpeted</b>		
Strip, Wax and Buff include IT Room		
Cement floors, strip and seal		
<b>Doors</b>		
Oil all non-glass doors		
<b>Dusting</b>		
Beams and HVAC		
<b>Refrigerator - Defrost and clean</b>		
<b>Lights - Clean (wash fixtures &amp; bulbs)</b>		
<b>Floors/Carpeted</b>		
Spot clean carpet		
<b>Shampoo Carpets - Note:</b> Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		
Concrete stair wells, sweep/mop		
<b>Desks - Cleaning/Waxing of desks</b>		
<b>Walls - Spot clean</b>		

**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM**

**NACET BUSINESS ACCELERATOR**

Sofas, Chairs, office chairs, & Conference areas		
Clean and dust		

Minimum # of staff: 5

BASIC SERVICES	FREQUENCY	SEMI-	WEEKLY	LUMP SUM
	DAILY	WEEKLY	WEEKLY	
<b>Floors/Carpeted</b>				
Vacuum all carpet (under desks, tables, chairs) Remove debris and vacuum traffic areas Spot clean carpet (as requested)		X		
	X			
	X			
<b>Floors/Non-Carpeted</b>				
Dry Mop Wet Mop	X			
Concrete stair wells, sweep/mop (as requested)	X			
	X			
<b>Doors</b>				
Clean all glass doors and entrance side glasses	X			
<b>Stainless Steel</b> - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).			X	
<b>Stairs, Stair Landing, Elevator &amp; Exterior Walks</b>				
Sweep or vacuum (if carpeted) Wet Mop	X			
<b>Vents</b> - Exhaust			X	
			X	
<b>Sofas, Chairs, office chairs &amp; Conference areas</b>				
Vacuum upholstery			X	
<b>Tables</b> - Clean and disinfect	X			
<b>File Cabinets and Card Files</b> - Dust		X		
<b>Water Fountains</b> - Clean and Disinfect	X			
<b>Wastebaskets</b> - Empty (change liners as needed)	X			
<b>Trash &amp; Recycle Containers</b> Empty (change liners as needed)		X		
<b>Ledges and Counter Tops</b> - Damp clean and polish			X	
<b>Dusting</b> - Low dust (to 6 foot height)				
<b>Rest Rooms</b> - Clean floor drain cover	X			
Clean and sanitize stalls, commodes and urinals			X	
Clean mirrors and shelves			X	
Wash urinals, walls surrounding urinal & toilet partitions			X	
Clean sinks and chrome, fill soap dispensers	X			
Clean and fill napkin disposal and change liner	X			
Wet mop and disinfect	X			
	X			
	X			
	X			
	X			
<b>FREQUENCY SEMI-</b>				
<b>BASIC SERVICES</b>	<b>DAILY</b>	<b>SEMI- WEEKLY</b>	<b>WEEKLY</b>	<b>LUMP SUM</b>
Spray wax and disinfect Fill toilet paper dispenser			X	
Spot clean walls, pipe fixtures Clean walls	X			
Empty trash containers	X			
Fill and damp clean seat cover dispenser Damp clean exterior of trash container			X	
Treat all floor drains - 1 gallon of water and disinfect	X			
	X			

	X		
<b>Employee Lunchrooms, Kitchens, Lounges, Conference Rooms, Lobbies, Hallways and Offices</b>			
<b>Sand Urns</b> - empty	X		
<b>Refrigerator</b> - Clean exterior (damp cloth) Clean chairs with damp cloth		X	
Empty Wastebaskets (and change liners as needed)	X		
Clean ledges and counter tops (damp cloth) Clean tables	X		
Vacuum carpet thoroughly Clean sinks	X		
Damp clean exterior of trash container Floors, mop and disinfect	X		
<b>Microwave</b> - Clean Exterior	X		
Interior	X		
	X		
		X	
<b>TOTAL BASIC SERVICES</b>			11400
<b>FREQUENCY</b>			
<b>MONTHLY SERVICES</b>	<b>MONTHLY</b>		<b>LUMP SUM</b>
<b>Doors</b>			
Clean all non-glass doors & door jams Clean all glass panels next to doors	X		325
	X		425
<b>Dusting</b>			
Windows - Blinds Vents/Exhaust	X		350
Book and Magazine Shelves High dust (above 6 feet)	X		125
Remove all cobwebs	X		55
	X		
	X		
<b>Rest Rooms</b>			
Disinfect walls	X		275
<b>TOTAL MONTHLY SERVICES</b>			1555
<b>COST SUMMARY</b>			
<b>ESTIMATED HOURS PER</b>			
<b>SERVICE</b>	<b>FREQUENCY</b>	<b>UNIT COST</b>	<b>SERVICE EXTENDED PRICE</b>
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	11400	24
Monthly Services	12-MONTHS - Times 12	1555	70
			136800
			18660
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>			155460
<b>AS REQUESTED SERVICES</b>			
			<b>LUMP SUM</b>
<b>Windows</b>			
Interior Exterior			1990
<b>Sofas, Chairs, office chairs &amp; Conference areas</b>			



<b>Shampoo - Note:</b> The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		475
<b>Floors/Non-Carpeted</b>		
Strip, Wax and Buff		8000
Cement floors, strip and seal		2000
<b>Doors</b>		
Oil all non-glass doors		225
<b>Dusting</b>		
Beams		350
<b>Refrigerator</b> - Defrost and clean		275
<b>Lights</b> - Clean (wash fixtures & bulbs)		650
<b>Floors/Carpeted</b>		
Spot clean carpet		250
<b>Shampoo Carpets</b> - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work. Concrete stair wells, sweep/mop		7500
<b>Desks</b> - Cleaning/Waxing of desks		
<b>Walls</b> - Spot clean		325
		475
<b>Sofas, Chairs, office chairs, &amp; Conference areas</b>		
Clean and dust		275

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**CINDER LAKE LANDFILL ADMIN BUILDING**

**Minimum # of staff  
required for each  
visit: Determined by  
Contractor**

<b>BASIC SERVICES</b>	<b>FREQUENCY</b>		<b>LUMP SUM</b>
	<b>SEMI- WEEKLY</b>	<b>WEEKLY</b>	
<b>Floors/Non-Carpeted</b>			
Dry and Wet Mop		X	
Floors/Carpeted			
Vacuum		X	
<b>Tables - Clean &amp; Disinfect</b>		X	
<b>File Cabinets and Card Files - Dust/Disinfect</b>		X	
<b>Wastebaskets - Empty (change liners as needed)</b>		X	
<b>Trash &amp; Recycle Containers</b>		X	
Empty (change liners as needed)		X	
<b>Ledges and Counter Tops - Damp clean and polish</b>		X	
<b>Rest Rooms</b>			
Clean and sanitize stalls, commodes and urinals		X	
Clean mirrors and shelves		X	
Wash urinals, walls surrounding urinal & toilet partitions		X	
Clean sinks and chrome, fill soap dispensers		X	
Clean and fill napkin disposal and change liner		X	
Wet mop and disinfect		X	
Fill toilet paper dispenser		X	
Spot clean walls, pipe fixtures		X	
Clean walls		X	
Empty trash containers		X	
Damp clean exterior of trash container		X	
Floors, mop and disinfect		X	
<b>TOTAL BASIC SERVICES</b>			<b>\$325.00</b>

<b>MONTHLY SERVICES</b>	<b>FREQUENCY</b>		<b>LUMP SUM</b>
	<b>MONTHLY</b>		
<b>Floors/Non-Carpeted</b>			
High speed polish all tile floors	X		\$250.00

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM  
CINDER LAKE LANDFILL ADMIN BUILDING**

<b>TOTAL MONTHLY SERVICES</b>	<b>\$250.00</b>
-------------------------------	-----------------

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**CINDER LAKE LANDFILL ADMIN BUILDING**

<b>COST SUMMARY</b>				
<b>SERVICE</b>	<b>FREQUENCY</b>	<b>UNIT COST</b>	<b>ESTIMATED HOURS PER SERVICE</b>	<b>EXTENDED PRICE</b>
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$325.00	3	\$3,900.00
Monthly Services	12-MONTHS - Times 12	\$250.00	10	\$3,000.00
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>				<b>\$6,900.00</b>
<b>AS REQUESTED SERVICES</b>				
<b>Floors/Carpeted</b>				
Shampoo				\$325.00
<b>Desks - Cleaning/Waxing of desks</b>				\$45
<b>Windows - Interior</b>				\$175
Exterior				\$275
<b>Floors/Non-Carpeted</b>				
Strip, Wax and Buff (2-coats Sealer, 4 coats Wax)				\$375
<b>Walls - Spot clean</b>				\$125
<b>Sofas, Chairs, office chairs &amp; Conference areas</b>				
Clean and dust				\$45

**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM**

Minimum # of staff required  
for each visit: Determined  
by Contractor

**Water Services Shop East Side**

BASIC SERVICES	FREQUENCY				LUMP SUM
	DAILY	2x WEEK	SEMI-WEEKLY	WEEKLY	
<b>Floors/Carpeted</b>					
Vacuum all carpet (under desks, tables, chairs)				X	
Remove debris and vacuum traffic areas			X		
Spot clean carpet (as requested)			X		
<b>Floors/Non-Carpeted</b>					
Dry Mop				X	
Wet Mop				X	
Concrete stair wells, sweep/mop (as requested)					
<b>Doors</b>					
Clean all glass doors and entrance side glasses				X	
<b>Stainless Steel</b> - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).			X		
<b>Stairs, Stair Landing, Elevator &amp; Exterior Walks</b>					
Sweep or vacuum (if carpeted)				X	
Wet Mop				X	
<b>Vents</b> - Exhaust				X	
<b>Sofas, Chairs, office chairs &amp; Conference areas</b>					
Vacuum upholstery			X		
<b>Tables</b> - Clean			X		
<b>File Cabinets and Card Files</b> - Dust			X		
<b>Water Fountains</b> - Clean and Disinfect			X		
<b>Wastebaskets</b> - Empty (change liners as needed)			X		
<b>Trash &amp; Recycle Containers</b>			X		
Empty (change liners as needed)			X		
<b>Ledges and Counter Tops</b> - Damp clean and polish			X		
<b>Dusting</b> - Low dust (to 6 foot height)			X		
<b>Patio</b> - Sweep			X		
<b>Rest Rooms</b>					
Clean floor drain cover			X		
Clean and sanitize stalls, commodes and urinals			X		
Clean mirrors and shelves			X		
Wash urinals, walls surrounding urinal & toilet partitions			X		
Clean sinks and chrome, fill soap dispensers			X		
Clean and fill napkin disposal and change liner			X		
Wet mop and disinfect			X		

**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM**

Minimum # of staff required  
for each visit: Determined  
by Contractor

**Water Services Shop East Side**

BASIC SERVICES	FREQUENCY				LUMP SUM
	DAILY	2x WEEK	SEMI- WEEKLY	WEEKLY	
Spray wax and disinfect			X		
Fill toilet paper dispenser			X		
Spot clean walls, pipe fixtures				X	
Clean walls			X		
Empty trash containers			X		
Fill and damp clean seat cover dispenser			X		
Damp clean exterior of trash container			X		
Treat all floor drains - 1 gallon of water and disinfect				X	
<b>Employee Lunchrooms, Kitchens, Lounges, Conference Rooms, Lobbies, Hallways and Offices</b>					
<b>Sand Urns- empty</b>		X			
<b>Refrigerator - Clean exterior (damp cloth)</b>				X	
Clean chairs with damp cloth		X			
Empty Wastebaskets (and change liners as needed)		X			
Clean ledges and counter tops (damp cloth)		X			
Clean tables		X			
Vacuum carpet thoroughly		X			
Clean sinks		X			
Damp clean exterior of trash container		X			
Floors, mop and disinfect		X			
<b>Microwave</b>					
Exterior			X		
Interior			X		
<b>TOTAL BASIC SERVICES</b>					<b>\$525.00</b>

MONTHLY SERVICES	FREQUENCY		LUMP SUM
	MONTHLY		
<b>Doors</b>			
Clean all non-glass doors & door jams	X		\$40.00
Clean all glass panels next to doors	X		\$50.00
<b>Dusting</b>			
Windows - Blinds	X		\$35.00
Vents/Exhaust	X		\$30.00
Book and Magazine Shelves	X		\$25.00
High dust (above 6 feet)	X		\$40.00
Remove all cobwebs	X		\$25.00
<b>Rest Rooms</b>			
Disinfect walls	X		\$40.00
<b>TOTAL MONTHLY SERVICES</b>			<b>\$285.00</b>

**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM**

Minimum # of staff required  
for each visit: Determined  
by Contractor

**Water Services Shop East Side**

COST SUMMARY					
SERVICE	FREQUENCY		UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12		\$525.00	3	\$6,300.00
Monthly Services	12-MONTHS - Times 12		\$285.00	12	\$3,420.00
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>					<b>\$9,720.00</b>

AS REQUESTED SERVICES		
		LUMP SUM
<b>Windows</b>		
Interior		\$60.00
Exterior		\$80.00
<b>Sofas, Chairs, office chairs &amp; Conference areas</b>		
<b>Shampoo - Note:</b> The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		\$95.00
<b>Floors/Non-Carpeted</b>		
Strip, Wax and Buff include IT Room		\$175.00
Cement floors, strip and seal		\$150.00
<b>Doors</b>		
Oil all non-glass doors		\$35.00
<b>Dusting</b>		
Beams and HVAC		\$45.00
<b>Refrigerator - Defrost and clean</b>		\$35.00
<b>Lights - Clean (wash fixtures &amp; bulbs)</b>		\$195.00
<b>Floors/Carpeted</b>		
Spot clean carpet		\$75.00
<b>Shampoo Carpets - Note:</b> Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		\$675.00

**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM**

Minimum # of staff required  
for each visit: Determined  
by Contractor

**Water Services Shop East Side**

Concrete stair wells, sweep/mop		\$55.00
<b>Desks</b> - Cleaning/Waxing of desks		\$45.00
<b>Walls</b> - Spot clean		\$60.00
<b>Sofas, Chairs, office chairs, &amp; Conference areas</b>		
Clean and dust		\$35.00



**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**THE FLAGSTAFF AQUAPLEX**

Minimum # of staff  
required for each  
visit: **4**

FREQUENCY  
SEMI-  
WEEKLY

**BASIC SERVICES**

DAILY      WEEKLY      WEEKLY

**ALL AREAS**

BASIC SERVICES	DAILY	SEMI- WEEKLY	WEEKLY
<b>Floors/Carpeted</b>			
Vacuum all carpet (under desks, tables, chairs)		X	
Remove debris and vacuum traffic areas	X		
Spot clean carpet	X		
<b>Floors/Non-Carpeted</b>			
Dry Mop	X		
Wet Mop (community room and movement studio once per week)	X		
<b>Doors</b>			
Clean all glass doors and entrance side glasses	X		
<b>Stainless Steel/metal Surfaces</b> - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks). Roll up window to kitchen.			X
<b>Exterior Walks</b>			
Sweep or blow 50 feet from entrances.			X
<b>Conference Areas</b>			
Vacuum upholstery		X	
Non-upholstered areas (all hard surfaces including legs, arms of chairs and surface areas) - wet clean or polish			X
<b>Tables</b> - Clean	X		
<b>Water Fountains</b> - Clean and Disinfect	X		
<b>Trash &amp; Recycle Containers</b>			
Empty containers (change liners as needed)	X		
Damp clean exterior of containers			X
<b>Ledges, Counter Tops, Cubes</b> - Damp clean and polish, tops sides and bottoms	X		
<b>Dusting</b> - Low dust (to 6 foot height) including storage cubes			X
<b>Rest Rooms/Locker Rooms/ Showers</b>			
Doors - clean and disinfect	X		
Sweep or vacuum all dirt and debris	X		
Wet mop and disinfect	X		
Clean floor drain cover	X		

Clean and sanitize stalls, commodes and urinals	X	
Clean mirrors and shelves	X	
Wash urinals, walls surrounding urinal & toilet partitions	X	
Clean sinks and chrome, fill soap dispensers	X	
Clean and fill napkin disposal and change liner	X	
Fill toilet paper dispenser	X	
Spot clean walls, pipe fixtures	X	
Clean walls	X	
Empty trash containers	X	
Fill and damp clean seat cover dispenser	X	
Damp clean exterior of trash container	X	
Treat all floor drains - 1 gallon of water and disinfect	X	

<b>BASIC SERVICES</b>	<b>FREQUENCY</b>		
	<b>DAILY</b>	<b>SEMI-WEEKLY</b>	<b>WEEKLY</b>
<b>Rooms, Lobbies and Hallways</b>			
Upholstery - spot clean and vacuum		X	
Non-upholstered areas (legs, arms of chairs and surface areas) - wet clean or polish		X	
Empty Wastebaskets (and change liners as needed)	X		
Clean ledges and counter tops (damp cloth)	X		
Clean tables	X		
Vacuum carpet thoroughly	X		
Clean sinks	X		
Damp clean exterior of trash container		X	
Floors, mop and disinfect	X		
<b>Plexi Inserts</b> - Clean per manufacturer's recommendation			X
<b>Floors/Wood</b>			
Dust Dry Mop	X		
Spot Wet Mop	X		
<b>Exercise Area</b>			
<b>Running Track -</b>			
Vacuum or dry mop	X		
Spot mop	X		
Auto Scrub			X
<b>Floors/Gym Sports Floor</b>			
Dry Mop	X		
Auto Scrub	X		
<b>Grand Gallery</b>			
TV's - Clean			X
Vending Machines and Game Room - Clean and disinfect exterior areas			X
Climbing Rock Wall - Clean, disingect and remove gum			X
<b>BASIC SERVICES</b>	<b>FREQUENCY</b>		
	<b>DAILY</b>	<b>SEMI-WEEKLY</b>	<b>WEEKLY</b>
<b>Elevator</b>			
Clean and disinfect	X		
<b>Main Stairwell</b>			
Sweep or vacuum daily and wet mop	X		
Dust hand rails and floor guards in stairwell	X		
<b>TOTAL BASIC SERVICES (PER MONTH)</b>			<b>\$8,500.00</b>

**COST SUMMARY**

SERVICE	FREQUENCY	UNIT COST	ED HOURS PER	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$8,500.00	15	\$102,000.00
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>				<b>\$102,000.00</b>

**AS REQUESTED SERVICES**

**LUMP SUM**

<b>Windows Exterior - ALL WINDOWS - Clean (exclude gym)</b>		750
<b>Windows Exterior 10ft and below - Clean (exclude gym)</b>		450
<b>Vents/Exhaust - Clean (exclude gym)</b>		65
<b>Partitions - dry clean</b>		75
<b>Walls - Spot clean</b>		85
<b>Light fixtures General - Clean (exclude gym)</b>		375
<b>Fireplace - Clean</b>		125
<b>Appliances - Clean</b>		75
<b>Beams - Dust (exclude gym)</b>		65
<b>Ceiling Fans - Clean</b>		195
<b>Rock Wall - Brush Vacuum</b>		70
<b>Walls - Aquatic area - clean walls</b>		175
<b>Grand Gallery Light Fixtures - Clean (wash fixtures &amp; bulbs)</b>		275

**FLOORING REQUIREMENTS**

<p>Note: Facilities Superintendent will schedule all cleaning of flooring (carpeted or non-carpeted) and furniture. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained to confirm bid prices as submitted herein. All work must be approved prior to commencement.</p>		\$
--	--	----

<b>Carpet Areas - clean per recommended manufacture's standards - Proposer to specify method of cleaning</b>		3900
Offices (per square foot)		0.25
Gallery (per square foot)		0.25
Fitness Halls (per square foot)		0.25

<b>OPTIONAL SERVICES - BID PER</b>	<b>FREQUENCY</b>	
------------------------------------	------------------	--

<b>Epoxy Flooring - clean per recommended manufacture's standards - Proposer to specify method of cleaning.</b>		1750
Locker Rooms		375
Cabanas		250
<b>Linoleum - clean per recommended manufacture's standards - Proposer to specify method of cleaning.</b>		2500
Party Room		250
Babysitting Room		325
standards - Proposer to specify method of cleaning.		
Gym		
Track		350
Free Weights		150

Climbing Wall		125
<b>Tile</b> - clean per recommended manufacture's standards Proposer to specify method of cleaning.		2500
Rest Rooms		175
Gallery		175
Elevator		75
<b>VCT</b> - clean per recommended manufacture's standards - Proposer to specify method of cleaning.		3500
Per square foot		0.25
<b>Wood</b> - clean per recommended manufacture's standards - Proposer to specify method of cleaning.		200
The Movement Room		175
Community Meeting Room		195
<b>Emergency Service</b> - Clean		250
<b>Exterior Walks</b> - Wet mp or power spray		550
<b>Emergency Stairwell</b> - Southside of bldg - sweep and wet mop		\$75.00

**CUSTODIAL SERVICES**

Minimum # of staff  
required for each  
visit: Determined by  
Contractor

**PROPOSAL AND FREQUENCY FORM  
PW Core Services Facility - Administration Building (7PM - 4AM)**

FREQUENCY TASK LIST				
BASIC SERVICES	PER DAY	SEMI-WEEKLY	WEEKLY	LUMP SUM
<b>Floors/Carpeted (all areas)</b>				
Vacuum all carpet (under desks, tables, chairs)			X	
Vacuum traffic areas		X		
Spot clean carpet (as needed or as found)		X		
<b>Floors/Non-Carpeted</b>				
Dry Mop			X	
Wet Mop			X	
<b>Doors</b>				
Clean all glass doors and side glasses			X	
<b>Stainless Steel</b> - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).		X		
<b>Vents</b> - Exhaust Dust			X	
<b>Tables/Surfaces</b> - (Ledges / Countertops) - Clean and disinfect			X	
<b>File Cabinets and Card Files</b> - Dust			X	
<b>Water Fountains</b> - Clean and Disinfect		X		
<b>Wastebaskets</b> - Empty (change liners as needed)		X		
<b>Trash &amp; Recycle Containers</b>				
Trash - Empty and replace liner as needed	X			
Recycling - Empty. Do not use plastic liners in employee offices		X		
<b>Dusting</b> - High dusting (6ft to 20 ft)				
<b>Dusting</b> - Low dust (to 6 foot height)			X	

## CUSTODIAL SERVICES

Minimum # of staff  
required for each  
visit: Determined by  
Contractor

### PROPOSAL AND FREQUENCY FORM PW Core Services Facility - Administration Building (7PM - 4AM)

FREQUENCY TASK LIST				
BASIC SERVICES	PER DAY	SEMI- WEEKLY	WEEKLY	LUMP SUM
<b>Rest Rooms</b>				
Clean floor drain cover add deodorizer		X		
Clean and sanitize stalls, commodes and urinals		X		
Clean mirrors and shelves				
Wash urinals, walls surrounding urinal & toilet partitions		X		
Clean sinks and chrome, fill soap dispensers	X			
Clean and fill napkin disposal and change liner	X			
Wet mop and disinfect			X	
Fill toilet paper dispenser	X			
Spot clean walls, pipe fixtures		X		
Clean walls		X		
Empty trash containers	X			
Fill and damp clean seat cover dispenser	X			
Damp clean exterior of trash container	X			
Treat all floor drains - 1 gallon of water and disinfect			X	
<b>Employee Lunchrooms, Kitchens, Lounges, Council Conference Rooms, Lobbies and Hallways</b>				
<b>Refrigerator</b> - Clean exterior (damp cloth)		X		
Clean chairs with damp cloth		X		
Empty Wastebaskets (and change liners as needed)	X			
Clean ledges, counter tops, appliance and furniture (damp cloth)		X		
Clean tables	X			
Vacuum carpet thoroughly			X	
Clean sinks	X			
Damp clean exterior of trash container	X			
Floors, mop and disinfect		X		
<b>Microwave &amp; Toasters</b>				



**CUSTODIAL SERVICES**

Minimum # of staff  
required for each  
visit: Determined by  
Contractor

---

**PROPOSAL AND FREQUENCY FORM**

**PW Core Services Facility - Administration Building (7PM - 4AM)**

Clean Interior and Exterior	X	
<b>TOTAL BASIC SERVICES</b>		<b>\$1,100.00</b>

**CUSTODIAL SERVICES**

Minimum # of staff  
required for each  
visit: Determined by  
Contractor

**PROPOSAL AND FREQUENCY FORM  
PW Core Services Facility - Administration Building (7PM - 4AM)**

FREQUENCY TASK LIST		
MONTHLY SERVICES	MONTHLY	LUMP SUM
<b>Windows</b> - Entrance glass & slanted glass - Clean	Yes	\$250.00
<b>Doors</b> - Clean all non-glass doors & door jams	Yes	\$75.00
Clean all office glass panels next to doors	Yes	\$115.00
<b>Dusting (Spray and Wipe)</b>		
Windows - Blinds	Yes	\$65.00
Vents/Exhaust	Yes	\$45.00
High dust (above 6 feet to 20 feet)	Yes	\$125.00
Remove all cobwebs	Yes	\$35.00
<b>Floor Mats</b> - Wash	Yes	\$75.00
<b>Rest Rooms</b>		
Disinfect and clean all walls	Yes	\$95.00
<b>Floors - Lobby First Floor, Hallways and Breakrooms</b>	Yes	
Buff		\$175.00
<b>TOTAL MONTHLY SERVICES</b>		<b>\$1,055.00</b>

COST SUMMARY				
SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$1,100.00	2.5	\$13,200.00
Monthly Services	12-MONTHS - Times 12	\$1,055.00	45	\$12,660.00
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>				<b>\$25,860.00</b>

**CUSTODIAL SERVICES**

Minimum # of staff  
required for each  
visit: Determined by  
Contractor

**PROPOSAL AND FREQUENCY FORM  
PW Core Services Facility - Administration Building (7PM - 4AM)**

<b>AS REQUESTED SERVICES</b>		
		<b>LUMP SUM</b>
<b>Windows</b> - Interior and Exterior		\$450.00
<b>Doors</b>		
Oil all non-glass doors		\$45.00
<b>Dusting</b>		
All exposed beams		\$55.00
<b>Refrigerator</b> - Defrost and clean		\$40.00
<b>Floors/Non-Carpeted</b>		
<b>Strip, Wax and Buff</b> - Note: This does not apply to the wood floor in the lobby of City Hall	<b>2500</b>	
Cement floors, strip and seal		\$5,500.00
<b>Lights</b> - Clean (wash fixtures & bulbs)		\$240.00
<b>Floors/Carpeted</b>		
Spot clean carpet		\$85
<b>Shampoo Carpets</b> - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		\$750
Concrete stair wells, sweep/mop		\$35
<b>Desks</b> - Cleaning/Waxing of desks		\$45
<b>Walls</b> - Spot clean		\$75
<b>Sofas, Chairs, office chairs, Council Chambers &amp; Conference areas</b>		
Clean and dust		\$65
<b>Windows</b>		
Interior		\$225.00
Exterior		\$425.00

**CUSTODIAL SERVICES**

**Minimum # of staff  
required for each  
visit: Determined by  
Contractor**

**PROPOSAL AND FREQUENCY FORM  
PW Core Services Facility - Administration Building (7PM - 4AM)**

<p><b>Sofas, Chairs, office chairs, Council Chambers &amp; Conference areas -</b></p> <p><b>Shampoo - Note:</b> The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.</p>		
--	--	--

\$95

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM  
PW Core Services Facility - Fleet Building (7PM - 4AM)**

**Minimum # of staff  
required for each  
visit: Determined by  
Contractor**

FREQUENCY TASK LIST				
BASIC SERVICES	PER DAY	SEMI- WEEKLY	WEEKLY	LUMP SUM
<b>Floors/Carpeted (all areas)</b>				
Vacuum all carpet (under desks, tables, chairs)			X	
Vacuum traffic areas		X		
Spot clean carpet (as needed or as found)		X		
<b>Floors/Non-Carpeted</b>				
Dry Mop			X	
Wet Mop			X	
<b>Doors</b>				
Clean all glass doors and side glasses			X	
<b>Stainless Steel</b> - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).		X		
<b>Vents</b> - Exhaust Dust			X	
<b>Tables/Surfaces</b> - (Ledges / Countertops) - Clean and disinfect			X	
<b>File Cabinets and Card Files</b> - Dust			X	
<b>Water Fountains</b> - Clean and Disinfect		X		
<b>Wastebaskets</b> - Empty (change liners as needed)		X		
<b>Trash &amp; Recycle Containers</b>				
Trash - Empty and replace liner as needed	X			
Recycling - Empty. Do not use plastic liners in employee offices		X		
<b>Dusting</b> - High dusting (6ft to 20 ft)				
<b>Dusting</b> - Low dust (to 6 foot height)			X	

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM  
PW Core Services Facility - Fleet Building (7PM - 4AM)**

FREQUENCY TASK LIST				
BASIC SERVICES	PER DAY	SEMI- WEEKLY	WEEKLY	LUMP SUM
<b>Rest Rooms</b>				
Clean floor drain cover add deodorizer		X		
Clean and sanitize stalls, commodes and urinals		X		
Clean mirrors and shelves				
Wash urinals, walls surrounding urinal & toilet partitions		X		
Clean sinks and chrome, fill soap dispensers	X			
Clean and fill napkin disposal and change liner	X			
Wet mop and disinfect			X	
Fill toilet paper dispenser	X			
Spot clean walls, pipe fixtures		X		
Clean walls		X		
Empty trash containers	X			
Fill and damp clean seat cover dispenser	X			
Damp clean exterior of trash container	X			
Treat all floor drains - 1 gallon of water and disinfect			X	
<b>Employee Lunchrooms, Kitchens, Lounges, Council Conference Rooms, Lobbies and Hallways</b>				
<b>Refrigerator</b> - Clean exterior (damp cloth)		X		
Clean chairs with damp cloth		X		
Empty Wastebaskets (and change liners as needed)	X			
Clean ledges, counter tops, appliance and furniture (damp cloth)		X		
Clean tables	X			
Vacuum carpet thoroughly			X	
Clean sinks	X			
Damp clean exterior of trash container	X			
Floors, mop and disinfect		X		
<b>Microwave &amp; Toasters</b>				
Clean Interior and Exterior			X	
<b>TOTAL BASIC SERVICES</b>				<b>\$225.00</b>

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM  
PW Core Services Facility - Fleet Building (7PM - 4AM)**

FREQUENCY TASK LIST		
MONTHLY SERVICES	MONTHLY	LUMP SUM
<b>Windows</b> - Entrance glass & slanted glass - Clean	Yes	\$250.00
<b>Doors</b> - Clean all non-glass doors & door jams	Yes	\$75.00
Clean all office glass panels next to doors	Yes	\$115.00
<b>Dusting (Spray and Wipe)</b>		
Windows - Blinds	Yes	\$65.00
Vents/Exhaust	Yes	\$45.00
High dust (above 6 feet to 20 feet)	Yes	\$125.00
Remove all cobwebs	Yes	\$35.00
<b>Floor Mats</b> - Wash	Yes	\$75.00
<b>Rest Rooms</b>		
Disinfect and clean all walls	Yes	\$95.00
<b>Floors - Lobby First Floor, Hallways and Breakrooms</b>		
Buff	Yes	\$175.00
<b>TOTAL MONTHLY SERVICES</b>		<b>\$1,055.00</b>

COST SUMMARY				
SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$225.00	0.5	\$2,700.00
Monthly Services	12-MONTHS - Times 12	\$1,055.00	45	\$12,660.00
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>				

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM  
PW Core Services Facility - Fleet Building (7PM - 4AM)**

<b>AS REQUESTED SERVICES</b>		<b>LUMP SUM</b>
<b>Windows</b> - Interior and Exterior		
<b>Doors</b>		
Oil all non-glass doors		
<b>Dusting</b>		
All exposed beams		
<b>Refrigerator</b> - Defrost and clean		
<b>Floors/Non-Carpeted</b>		
<b>Strip, Wax and Buff</b> - Note: This does not apply to the wood floor in the lobby of City Hall		
Cement floors, strip and seal		
<b>Lights</b> - Clean (wash fixtures & bulbs)		
<b>Floors/Carpeted</b>		
Spot clean carpet		
<b>Shampoo Carpets</b> - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		
Concrete stair wells, sweep/mop		
<b>Desks</b> - Cleaning/Waxing of desks		
<b>Walls</b> - Spot clean		
<b>Sofas, Chairs, office chairs, Council Chambers &amp; Conference areas</b>		
Clean and dust		
<b>Windows</b>		
Interior		
Exterior		
<b>Sofas, Chairs, office chairs, Council Chambers &amp; Conference areas</b> -		



**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM  
PW Core Services Facility - Fleet Building (7PM - 4AM)**

<p><b>Shampoo - Note:</b> The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.</p>		
--	--	--

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**Streets**

<b>Minimum # of staff required for each visit: Determined by Contractor</b>		
	<b>FREQUENCY</b>	
<b>BASIC SERVICES</b>	<b>SEMI-WEEKLY</b>	<b>LUMP SUM</b>
<b>Floors/Non-Carpeted</b>		
Dry Mop	X	
Wet Mop	X	
<b>Tables - Clean</b>	X	
<b>Wastebaskets - Empty (change liners as needed)</b>		
<b>Trash &amp; Recycle Containers Empty (change liners as needed)</b>	X	
Recycle Containers	X	
<b>Counter Tops - Damp clean and polish</b>		
<b>Rest Rooms</b>		
Clean and sanitize stalls, commodes and urinals	X	
Clean mirrors and shelves		
Wash urinals, walls surrounding urinal & toilet partitions	X	
Clean sinks and chrome, fill soap dispensers	X	
Wet mop and disinfect	X	
Fill toilet paper dispenser		
Empty trash containers	X	
<b>TOTAL BASIC SERVICES</b>		<b>\$125.00</b>

<b>COST SUMMARY</b>				
SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$125.00	0.5	\$1,500.00
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>				<b>\$1,500.00</b>

<b>AS REQUESTED SERVICES</b>		
<b>Windows - Interior/Exterior - Clean</b>		\$65
<b>Floors/Non-Carpeted</b>		
Strip, Wax and Buff (2-coats Sealer, 4-coats Wax)		\$275

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**Wash Building**

Minimum # of staff required for each visit: Determined by Contractor
---

FREQUENCY TASK LIST				
<b>BASIC SERVICES</b>	PER DAY	SEMI- WEEKLY	WEEKLY	LUMP SUM
<b>Rest Rooms</b>				
Clean floor drain cover add deodorizer		X		

**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM**

**Water Services Admin**

Minimum # of staff required  
for each visit: **2**

BASIC SERVICES	FREQUENCY				LUMP SUM
	DAILY	2x WEEK	SEMI- WEEKLY	WEEKLY	
<b>Floors/Carpeted</b>					
Vacuum all carpet (under desks, tables, chairs)				X	
Remove debris and vacuum traffic areas			X		
Spot clean carpet (as requested)			X		
<b>Floors/Non-Carpeted</b>					
Dry Mop				X	
Wet Mop				X	
Concrete stair wells, sweep/mop (as requested)					
<b>Doors</b>					
Clean all glass doors and entrance side glasses				X	
<b>Stainless Steel</b> - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).			X		
<b>Stairs, Stair Landing, Elevator &amp; Exterior Walks</b>					
Sweep or vacuum (if carpeted)				X	
Wet Mop				X	
<b>Vents</b> - Exhaust				X	
<b>Sofas, Chairs, office chairs &amp; Conference areas</b>					
Vacuum upholstery			X		
<b>Tables</b> - Clean			X		
<b>File Cabinets and Card Files</b> - Dust			X		
<b>Water Fountains</b> - Clean and Disinfect			X		
<b>Wastebaskets</b> - Empty (change liners as needed)			X		
<b>Trash &amp; Recycle Containers</b>			X		
Empty (change liners as needed)			X		
<b>Ledges and Counter Tops</b> - Damp clean and polish			X		
<b>Dusting</b> - Low dust (to 6 foot height)			X		
<b>Patio</b> - Sweep			X		
<b>Rest Rooms</b>					
Clean floor drain cover			X		
Clean and sanitize stalls, commodes and urinals			X		
Clean mirrors and shelves			X		
Wash urinals, walls surrounding urinal & toilet partitions			X		
Clean sinks and chrome, fill soap dispensers			X		
Clean and fill napkin disposal and change liner			X		
Wet mop and disinfect			X		

**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM**

**Water Services Admin**

<b>BASIC SERVICES</b>	<b>FREQUENCY</b>				<b>LUMP SUM</b>
	<b>DAILY</b>	<b>2x WEEK</b>	<b>SEMI- WEEKLY</b>	<b>WEEKLY</b>	
Spray wax and disinfect			X		
Fill toilet paper dispenser			X		
Spot clean walls, pipe fixtures				X	
Clean walls			X		
Empty trash containers			X		
Fill and damp clean seat cover dispenser			X		
Damp clean exterior of trash container			X		
Treat all floor drains - 1 gallon of water and disinfect				X	
<b>Employee Lunchrooms, Kitchens, Lounges, Conference Rooms, Lobbies, Hallways and Offices</b>					
<b>Sand Urns- empty</b>		X			
<b>Refrigerator - Clean exterior (damp cloth)</b>				X	
Clean chairs with damp cloth		X			
Empty Wastebaskets (and change liners as needed)		X			
Clean ledges and counter tops (damp cloth)		X			
Clean tables		X			
Vacuum carpet thoroughly		X			
Clean sinks		X			
Damp clean exterior of trash container		X			
Floors, mop and disinfect		X			
<b>Microwave</b>					
Exterior			X		
Interior			X		
<b>TOTAL BASIC SERVICES</b>					<b>\$995.00</b>

<b>MONTHLY SERVICES</b>	<b>FREQUENCY</b>		<b>LUMP SUM</b>
	<b>MONTHLY</b>		
<b>Doors</b>			
Clean all non-glass doors & door jams	X		\$125.00
Clean all glass panels next to doors	X		\$150.00
<b>Dusting</b>			
Windows - Blinds	X		\$65.00
Vents/Exhaust	X		\$35.00
Book and Magazine Shelves	X		\$30.00
High dust (above 6 feet)	X		\$75.00
Remove all cobwebs	X		\$25.00
<b>Rest Rooms</b>			
Disinfect walls	X		\$75.00
<b>TOTAL MONTHLY SERVICES</b>			<b>\$580.00</b>

**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM**

**Water Services Admin**

<b>COST SUMMARY</b>					
<b>SERVICE</b>	<b>FREQUENCY</b>		<b>UNIT COST</b>	<b>ESTIMATED HOURS PER SERVICE</b>	<b>EXTENDED PRICE</b>
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12		\$995.00	3.5	\$11,940.00
Monthly Services	12-MONTHS - Times 12		\$580.00	25	\$6,960.00
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>					<b>\$18,900.00</b>

<b>AS REQUESTED SERVICES</b>		
		<b>LUMP SUM</b>
<b>Windows</b>		
Interior		\$40.00
Exterior		\$60.00
<b>Sofas, Chairs, office chairs &amp; Conference areas</b>		
<b>Shampoo - Note:</b> The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		\$75.00
<b>Floors/Non-Carpeted</b>		
Strip, Wax and Buff include IT Room		\$175.00
Cement floors, strip and seal		\$425.00
<b>Doors</b>		
Oil all non-glass doors		\$35.00
<b>Dusting</b>		
Beams and HVAC		\$45.00
<b>Refrigerator</b> - Defrost and clean		\$40.00
<b>Lights</b> - Clean (wash fixtures & bulbs)		\$225.00
<b>Floors/Carpeted</b>		
Spot clean carpet		\$95.00
<b>Shampoo Carpets</b> - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		\$800.00
Concrete stair wells, sweep/mop		\$65.00
<b>Desks</b> - Cleaning/Waxing of desks		\$55.00
<b>Walls</b> - Spot clean		\$70.00

**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM**

**Water Services Admin**

Sofas, Chairs, office chairs, & Conference areas		
Clean and dust		\$65.00

**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM**

**Material Recovery Facility**

Minimum # of staff required for each visit: Determined by Contractor	FREQUENCY				LUMP SUM
	DAILY	2x WEEK	SEMI- WEEKLY	WEEKLY	
<b>BASIC SERVICES</b>					
<b>Floors/Carpeted</b>					
Vacuum all carpet (under desks, tables, chairs)				X	
Remove debris and vacuum traffic areas				X	
Spot clean carpet (as requested)				X	
<b>Floors/Non-Carpeted</b>					
Dry Mop				X	
Wet Mop				X	
Concrete stair wells, sweep/mop (as requested)				X	
<b>Doors</b>					
Clean all glass doors and entrance side glasses				X	
<b>Stainless Steel</b> - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).				X	
<b>Stairs, Stair Landing, Elevator &amp; Exterior Walks</b>					
Sweep or vacuum (if carpeted)				X	
Wet Mop				X	
<b>Vents</b> - Exhaust				X	
<b>Sofas, Chairs, office chairs &amp; Conference areas</b>					
Vacuum upholstery				X	
<b>Tables</b> - Clean				X	
<b>File Cabinets and Card Files</b> - Dust				X	
<b>Water Fountains</b> - Clean and Disinfect				X	
<b>Wastebaskets</b> - Empty (change liners as needed)				X	
<b>Trash &amp; Recycle Containers</b> Empty (change liners as needed)				X	
<b>Ledges and Counter Tops</b> - Damp clean and polish				X	
<b>Dusting</b> - Low dust (to 6 foot height)				X	
<b>Patio</b> - Sweep				X	
<b>Rest Rooms</b>					
Clean floor drain cover				X	
Clean and sanitize stalls, commodes and urinals				X	
Clean mirrors and shelves				X	
Wash urinals, walls surrounding urinal & toilet partitions				X	
Clean sinks and chrome, fill soap dispensers				X	
Clean and fill napkin disposal and change liner				X	
Wet mop and disinfect				X	



**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM**

**Material Recovery Facility**

BASIC SERVICES	FREQUENCY				LUMP SUM
	DAILY	2x WEEK	SEMI- WEEKLY	WEEKLY	
Spray wax and disinfect				X	
Fill toilet paper dispenser				X	
Spot clean walls, pipe fixtures				X	
Clean walls				X	
Empty trash containers				X	
Fill and damp clean seat cover dispenser				X	
Damp clean exterior of trash container				X	
Treat all floor drains - 1 gallon of water and disinfect				X	
<b>Employee Lunchrooms, Kitchens, Lounges, Conference Rooms, Lobbies, Hallways and Offices</b>					
Sand Urns- empty				X	
Refrigerator - Clean exterior (damp cloth)				X	
Clean chairs with damp cloth				X	
Empty Wastebaskets (and change liners as needed)				X	
Clean ledges and counter tops (damp cloth)				X	
Clean tables				X	
Vacuum carpet thoroughly				X	
Clean sinks				X	
Damp clean exterior of trash container				X	
Floors, mop and disinfect				X	
<b>Microwave</b>					
Exterior				X	
Interior				X	
<b>TOTAL BASIC SERVICES</b>					<b>\$150.00</b>

MONTHLY SERVICES	FREQUENCY		LUMP SUM
	MONTHLY		
<b>Doors</b>			
Clean all non-glass doors & door jams	X		\$20.00
Clean all glass panels next to doors	X		\$25.00
<b>Dusting</b>			
Windows - Blinds	X		\$15.00
Vents/Exhaust	X		\$10.00
Book and Magazine Shelves	X		\$10.00
High dust (above 6 feet)	X		\$20.00
Remove all cobwebs	X		\$5.00
<b>Rest Rooms</b>			
Disinfect walls	X		\$20.00
<b>TOTAL MONTHLY SERVICES</b>			<b>\$125.00</b>

**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM**

**Material Recovery Facility**

<b>COST SUMMARY</b>					
<b>SERVICE</b>	<b>FREQUENCY</b>	<b>UNIT COST</b>	<b>ESTIMATED HOURS PER SERVICE</b>	<b>EXTENDED PRICE</b>	
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$150.00	1.5	\$1,800.00	
Monthly Services	12-MONTHS - Times 12	\$125.00	5	\$1,500.00	
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>				<b>\$3,300.00</b>	

<b>AS REQUESTED SERVICES</b>		
		<b>LUMP SUM</b>
<b>Windows</b>		
Interior		\$20.00
Exterior		\$45.00
<b>Sofas, Chairs, office chairs &amp; Conference areas</b>		
<b>Shampoo - Note:</b> The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		\$45.00
<b>Floors/Non-Carpeted</b>		
Strip, Wax and Buff include IT Room		\$175.00
Cement floors, strip and seal		\$300.00
<b>Doors</b>		
Oil all non-glass doors		\$45.00
<b>Dusting</b>		
Beams and HVAC		\$55.00
<b>Refrigerator</b> - Defrost and clean		\$45.00
<b>Lights</b> - Clean (wash fixtures & bulbs)		\$65.00
<b>Floors/Carpeted</b>		
Spot clean carpet		\$80.00
<b>Shampoo Carpets - Note:</b> Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		\$150.00
Concrete stair wells, sweep/mop		\$50.00
<b>Desks</b> - Cleaning/Waxing of desks		\$45.00
<b>Walls</b> - Spot clean		\$75.00

**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM**

**Material Recovery Facility**

Sofas, Chairs, office chairs, & Conference areas		
Clean and dust		\$50.00

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**MUNICIPAL COURT**

Minimum # of staff required for each visit: **4**

FREQUENCY TASK LIST					
BASIC SERVICES	PER DAY	SEMI-WEEKLY	WEEKLY	MONTHLY	LUMP SUM
<b>Floors/Carpeted</b>					
Vacuum all carpet (under desks, tables, chairs)			X		
Remove debris and vacuum traffic areas	X				
Spot clean carpet (as requested)	X				
<b>Floors/Non-Carpeted</b>					
Dry Mop			X		
Wet Mop			X		
Concrete stair wells, sweep/mop (as requested)			X		
<b>Doors</b>					
Clean all glass doors and entrance side glasses and polish (leaving no streaks).			X		
			X		
<b>Stairs, Stair Landing, Elevator &amp; Exterior Walks</b>					
Sweep or vacuum (if carpeted)			X		
Wet Mop			X		
<b>Vents - Exhaust</b>			X		
<b>Sofas, Chairs, office chairs &amp; Conference areas</b>					
Vacuum upholstery			X		
<b>Tables - Clean and disinfect</b>			X		
<b>File Cabinets and Card Files - Dust</b>			X		
<b>Water Fountains - Clean and Disinfect</b>			X		
<b>Trash &amp; Recycle Containers</b>					
Trash - Empty and replace liner as needed	X				
Recycling - Empty. Do not use plastic liners in employee offices	X				
<b>Ledges and Counter Tops - Damp clean and polish</b>			X		
<b>Dusting - Low dust (to 6 foot height)</b>			X		
<b>Rest Rooms</b>					
Clean floor drain cover	X				
water			X		
Replenish all soap and paper products	X				
clean and sanitize stalls, commodes, and urinals	X				
Clean mirrors and shelves	X				
Clean and sanitize stalls, commodes and urinals	X				
sweep and mop floors	X				
Clean all door jambs			X		
Clean mirrors and shelves	X				
Disinfect all ceramic walls up to 6ft				X	
dust vents				X	
polish stainless steel	X				
Wash urinals, walls surrounding urinal & toilet partitions	X				
Clean sinks, mirrors, walls, and chrome	X				

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**MUNICIPAL COURT**

Clean and fill napkin disposal and change liner	X		
<b>Visitation rooms</b>			
clean and disinfect benches	X		
clean and disinfect doors	X		
sweep /mop or vaccum floors	X		
clean glass/plastic partitions	X		
dust vents			X
Clean all door jams			X
wipe and disinfect table tops	X		
<b>Court rooms (Divisions 1,3, and 5)</b>			
Trash-empty and replace liner, regardless of how much trash	X		
Vaccum all carpet -(under desks, tables, chairs)	X		
Dusting (high dust 6-20 ft)		X	
Dusting (low dust up to 6 feet )	X		
dust/wipe benches	X		
wipe and disinfect table tops /desks	X		
wipe doors for fingerprints	X		
push bars clean and sanitize	X		
glass windows in door frames	X		
clean plastic partion shields		X	
dust vents			X
Clean all door jams			X
<b>Court rooms (Divisions 2 and 4)</b>			
Trash-empty and replace liner as needed		X	
Vaccum all carpet -(under desks, tables, chairs)		X	
Dusting (high dust 6-20 ft)			X
Dusting (low dust up to 6 feet )		X	
dust/wipe benches		X	
wipe and disinfect table tops /desks		X	
wipe doors for fingerprints		X	
push bars clean and sanitize		X	
glass windows in door frames		X	X
clean plastic partion shields			X
dust vents			X
Clean all door jams			X
<b>holding cells</b>			
clean and disinfect benches		X	
clean and disinfect toilet and sink		X	
clean and disinfect doors		X	
sweep /mop floors		X	
<b>Visitation rooms</b>			
clean and disinfect benches		X	
clean and disinfect doors		X	
sweep /mopor vaccum floors		X	
clean glass/plastic partitions		X	

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**MUNICIPAL COURT**

dust vents		X	
Clean all door jams		X	
wipe and disinfect table tops		X	
<b>Common Areas and Hallways</b>			
wipe and disinfect benches	X		
wipe and disinfect all flat surfaces	X		
wipe and disinfect all table tops and ledges	X		
disinfect water fountains	X		
empty trash cans and clean lids	X		
clean, polish and disinfect elevator	X		
mop inside elevator	X		
clean elevator tracks		X	
dusting (high dust 6-20ft)		X	
dusting (low dust up to 6 feet)		X	
dustmop	X		
run floor scrubber in main halls		X	
clean hall glass up to 6ft - as needed	X		
Wet mop and disinfect	X		

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**MUNICIPAL COURT**

FREQUENCY TASK LIST				
<b>BASIC SERVICES</b>	DAY	WEEKLY	WEEKLY	LUMP SUM
Wet mop and disinfect	X			
Fill toilet paper dispenser	X			
Spot clean walls, pipe fixtures	X			
Clean walls	X			
Empty trash containers	X			
Fill and damp clean seat cover dispenser	X			
Wipe and disinfect benches	X			
Damp clean exterior of trash container	X			
Treat all floor drains - 1 gallon of water and disinfect			X	
<b>Rooms, Lobbies and Hallways</b>				
Clean chairs with damp cloth	X			
Empty Wastebaskets (and change liners as needed)	X			
Clean ledges and counter tops (damp cloth)	X			
Clean tables	X			
Vacuum carpet thoroughly	X			
Damp clean exterior of trash container	X			
Floors, mop and disinfect			X	
<b>TOTAL BASIC SERVICES</b>				<b>\$3,500.00</b>

FREQUENCY TASK LIST			
<b>MONTHLY SERVICES</b>	MONTHLY		LUMP SUM
<b>Doors</b>			
Clean all non-glass doors & door jams	X		
Clean all glass panels next to doors	X		\$350.00
<b>Dusting</b>			
Windows - Blinds	X		\$150.00
Vents/Exhaust	X		\$175.00
Book and Magazine Shelves	X		\$120.00
High dust (above 6 feet)	X		\$200.00
Remove all cobwebs	X		\$75.00
<b>Floor Mats</b> - Wash	X		\$175.00
<b>Rest Rooms</b> - Disinfect walls	X		\$195.00
<b>TOTAL MONTHLY SERVICES</b>			<b>\$1,440.00</b>

COST SUMMARY					
SERVICE	FREQUENCY	UNIT COST	D HOURS PER SERVICE	EXTENDED PRICE	
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$3,500.00	8	\$42,000.00	
Monthly Services	12-MONTHS - Times 12	\$1,440.00	60	\$17,280.00	
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>				<b>\$59,280.00</b>	

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**MUNICIPAL COURT**

AS REQUESTED SERVICES		LUMP SUM
<b>Windows</b>		
Interior		\$300.00
Exterior		\$400.00
<b>Sofas, Chairs, office chairs, &amp; Conference areas</b>		
<p><b>Shampoo - Note:</b> The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.</p>		275
<b>Doors</b>		
Oil all non-glass doors		\$95.00
<b>Dusting</b>		
Beams		\$75.00
<b>Refrigerator</b> - Defrost and clean		\$125.00
<b>Floors/Non-Carpeted</b>		
Strip, Wax and Buff		\$5,500.00
Cement floors, strip and seal		\$2,500.00
<b>Lights</b> - Clean (wash fixtures & bulbs)		\$625.00
<b>Floors/Carpeted</b>		
Spot clean carpet		\$95
<p><b>Shampoo Carpets</b> - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.</p>		\$2,000
Concrete stair wells, sweep/mop, vacuum		\$235
<b>Sofas, Chairs, office chairs &amp; Conference areas</b>		
<b>Desks</b> - Cleaning/Waxing of desks		\$195
<b>Walls</b> - Spot clean		\$295
Clean and dust		\$195



**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**City Prosecutors Office**

Minimum # of staff required for each visit: <b>1</b>				
	FREQUENCY			
<b>BASIC SERVICES</b>	SEMI-DAILY	WEEKLY	WEEKLY	LUMP SUM
<b>Floors/Carpeted</b>				
Vacuum all carpet (under desks, tables, chairs)	X			
Remove debris and vacuum traffic areas	X			
Spot clean carpet	X			
<b>Floors/Non-Carpeted</b>				
Dry mop	X			
Wet mop	X			
<b>Doors</b>				
Clean all glass doors and entrance side glasses	X			
<b>Stainless Steel</b> - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).	X			
<b>Wastebaskets</b> - Empty (change liners as needed)	X			
<b>Trash Containers, Entry and Common Areas</b>				
Empty (change liners as needed)	X			
Clean and disinfect door handles	X			
<b>Restrooms</b>				
Clean & sanitize stalls, commodes and urinals	X			
Clean mirrors and shelves	X			
Clean sinks and chrome	X			
Fill dispensers - soap, toilet paper, hand towels, seat covers	X			
Wet mop and disinfect	X			
Empty trash	X			
Treat all floor drains - 1 gallon of water and disinfect			X	
<b>Dusting</b> - Low dust (to 6 foot height)	X			
<b>TOTAL BASIC SERVICES</b>				<b>\$3,000.00</b>
<b>COST SUMMARY</b>				

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**City Prosecutors Office**

SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE
Basic Services (Daily, Semi- Weekly, Weekly)	MONTHS - Times 12	\$3,000.00	6	\$36,000.00
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>				<b>\$36,000.00</b>

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**City Prosecutors Office**

<b>AS REQUESTED SERVICES</b>		
<b>Windows</b>		
Interior		300
Exterior		\$800.00
<b>Floors/Carpeted</b>		
Spot clean carpet		\$95
<b>Shampoo Carpets</b> - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of carpets and furniture. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work. STEAM CLEAN CARPETS WALL-TO-WALL		\$2,000
<b>Sofas, Chairs, office chairs &amp; Conference areas</b>		
Clean and dust		\$175

**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM**

**City Park Restrooms -- Buffalo Park, Bushmaster Park, Foxglenn Park, Thorpe Park, Heritage Square**

Minimum # of staff required  
for each visit: **Determined**  
by Contractor

BASIC SERVICES	FREQUENCY				LUMP SUM
	DAILY	2x WEEK	SEMI-WEEKLY	WEEKLY	
<b>Floors/Carpeted</b>					
Vacuum all carpet (under desks, tables, chairs)					
Remove debris and vacuum traffic areas					
Spot clean carpet (as requested)					
<b>Floors/Non-Carpeted</b>					
Dry Mop	X				
Wet Mop	X				
Concrete stair wells, sweep/mop (as requested)					
<b>Doors</b>					
Clean all glass doors and entrance side glasses					
<b>Stainless Steel</b> - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).				X	
<b>Stairs, Stair Landing, Elevator &amp; Exterior Walks</b>					
Sweep or vacuum (if carpeted)					
Wet Mop					
<b>Vents</b> - Exhaust					
<b>Sofas, Chairs, office chairs &amp; Conference areas</b>					
Vacuum upholstery					
<b>Tables</b> - Clean					
<b>File Cabinets and Card Files</b> - Dust					
<b>Water Fountains</b> - Clean and Disinfect					
<b>Wastebaskets</b> - Empty (change liners as needed)					
<b>Trash &amp; Recycle Containers</b> Empty (change liners as needed)					
<b>Ledges and Counter Tops</b> - Damp clean and polish					
<b>Dusting</b> - Low dust (to 6 foot height)					
<b>Patio</b> - Sweep					
<b>Rest Rooms</b>					
Clean floor drain cover	X				
Clean and sanitize stalls, commodes and urinals	X				
Clean mirrors and shelves	X				
Wash urinals, walls surrounding urinal & toilet partitions	X				
Clean sinks and chrome, fill soap dispensers	X				
Clean and fill napkin disposal and change liner	X				
Wet mop and disinfect	X				

**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM**

**City Park Restrooms -- Buffalo Park, Bushmaster Park, Foxglenn Park, Thorpe Park, Heritage Square**

BASIC SERVICES	FREQUENCY				LUMP SUM
	DAILY	2x WEEK	SEMI-WEEKLY	WEEKLY	
Spray wax and disinfect	X				
Fill toilet paper dispenser	X				
Spot clean walls, pipe fixtures	X				
Clean walls	X				
Empty trash containers	X				
Fill and damp clean seat cover dispenser	X				
Damp clean exterior of trash container	X				
Treat all floor drains - 1 gallon of water and disinfect		X			
<b>Employee Lunchrooms, Kitchens, Lounges, Conference Rooms, Lobbies, Hallways and Offices</b>					
<b>Sand Urns- empty</b>					
<b>Refrigerator - Clean exterior (damp cloth)</b>					
Clean chairs with damp cloth					
Empty Wastebaskets (and change liners as needed)					
Clean ledges and counter tops (damp cloth)					
Clean tables					
Vacuum carpet thoroughly					
Clean sinks					
Damp clean exterior of trash container					
Floors, mop and disinfect					
<b>Microwave</b>					
Exterior					
Interior					
<b>TOTAL BASIC SERVICES</b>					<b>\$4,250.00</b>

MONTHLY SERVICES	FREQUENCY		LUMP SUM
	MONTHLY		
<b>Doors</b>			
Clean all non-glass doors & door jams	X		\$125.00
Clean all glass panels next to doors	X		\$65.00
<b>Dusting</b>			
Windows - Blinds	X		\$35.00
Vents/Exhaust	X		\$95.00
Book and Magazine Shelves	X		\$25.00
High dust (above 6 feet)	X		\$225.00
Remove all cobwebs	X		\$75.00
<b>Rest Rooms</b>			
Disinfect walls	X		\$250.00
<b>TOTAL MONTHLY SERVICES</b>			<b>\$895.00</b>

**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM**

**City Park Restrooms -- Buffalo Park, Bushmaster Park, Foxglenn Park, Thorpe Park, Heritage Square**

COST SUMMARY					
SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE	
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$4,250.00	6	\$51,000.00	
Monthly Services	12-MONTHS - Times 12	\$895.00	40	\$10,740.00	
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>				<b>\$61,740.00</b>	

AS REQUESTED SERVICES		
		LUMP SUM
<b>Windows</b>		
Interior		\$75.00
Exterior		\$150.00
<b>Sofas, Chairs, office chairs &amp; Conference areas</b>		
<b>Shampoo - Note:</b> The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		\$125.00
<b>Floors/Non-Carpeted</b>		
Strip, Wax and Buff include IT Room		\$150.00
Cement floors, strip and seal		\$350.00
<b>Doors</b>		
Oil all non-glass doors		\$65.00
<b>Dusting</b>		
Beams and HVAC		\$75.00
<b>Refrigerator - Defrost and clean</b>		\$45.00
<b>Lights - Clean (wash fixtures &amp; bulbs)</b>		\$225.00
<b>Floors/Carpeted</b>		
Spot clean carpet		\$95.00
<b>Shampoo Carpets - Note:</b> Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		\$450.00
Concrete stair wells, sweep/mop		\$175.00
<b>Desks - Cleaning/Waxing of desks</b>		\$145.00
<b>Walls - Spot clean</b>		\$225.00

**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM**

**City Park Restrooms -- Buffalo Park, Bushmaster Park, Foxglenn Park, Thorpe Park, Heritage Square**

Sofas, Chairs, office chairs, & Conference areas		
Clean and dust		\$150.00

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**HAZARDOUS PRODUCTS CENTER (HPC)**

Minimum # of staff  
required for each  
visit: Determined  
by Contractor

<b>BASIC SERVICES</b>	<b>FREQUENCY WEEKLY</b>	<b>LUMP SUM</b>
<b>Floors/Non-Carpeted</b>		
Dry and Wet Mop	X	
<b>Floors/Carpeted</b>		
Vacuum	X	
<b>Tables - Clean &amp; Disinfect</b>	X	
<b>File Cabinets and Card Files - Dust/Disinfect</b>	X	
<b>Trash &amp; Recycle Containers</b>		
Empty (change liners as needed)	X	
<b>Ledges and Counter Tops - Damp clean and polish</b>	X	
<b>Rest Rooms</b>		
Clean and sanitize stalls, commodes and urinals	X	
Clean mirrors and shelves	X	
Wash urinals, walls surrounding urinal & toilet partitions	X	
Clean sinks and chrome, fill soap dispensers	X	
Clean and fill napkin disposal and change liner	X	
Wet mop and disinfect	X	
Fill toilet paper dispenser	X	
Spot clean walls, pipe fixtures	X	
Clean walls	X	
Empty trash containers	X	
Damp clean exterior of trash container	X	
Floors, mop and disinfect	X	
<b>TOTAL BASIC SERVICES</b>		

<b>COST SUMMARY</b>				
<b>SERVICE</b>	<b>FREQUENCY</b>	<b>UNIT COST</b>	<b>ESTIMATED HOURS PER SERVICE</b>	<b>EXTENDED PRICE</b>



**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM  
HAZARDOUS PRODUCTS CENTER (HPC)**

Basic Services (Weekly)	MONTHS - Times 12	\$250.00	1	\$3,000.00
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>				

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**Wildcat Hill facility**

Minimum # of staff  
required for each  
visit: **1 - 2**

FREQUENCY TASK LIST				
BASIC SERVICES	PER DAY	SEMI- WEEKLY	WEEKLY	LUMP SUM
<b>Floors/Carpeted (all areas)</b>				
Vacuum all carpet (under desks, tables, chairs)		x		
Vacuum traffic areas			x	
Spot clean carpet (as needed or as found)		x		
<b>Floors/Non-Carpeted</b>				
Dry Mop			x	
Wet Mop			x	
<b>Concrete Stair Wells</b>				
Concrete stair wells, sweep/mop			N/A	
Concrete stair wells, pick up large debris			N/A	
<b>Doors</b>				
Clean all glass doors and side glasses			x	
<b>Stainless Steel</b> - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).			x	
<b>Stairs, Stair Landing, Walks &amp; Hallways</b>				
Sweep or vacuum (if carpeted)			x	
Wet Mop			x	
<b>Vents</b> - Exhaust Dust			No	
<b>Handrails Stairs and Bridge to Restrooms</b> - Disinfect, spray and wipe all wood handrails			N/A	
<b>Tables/Surfaces</b> - (Ledges / Countertops) - Clean and disinfect			x	
<b>Payphone Area and Elevator</b>				
Disinfect and clean all buttons and handicap buttons (spray and wipe)			N/A	
Wet Mop				
<b>File Cabinets and Card Files</b> - Dust			No	
<b>Water Fountains</b> - Clean and Disinfect			x	
<b>Wastebaskets</b> - Empty (change liners as needed)			x	
<b>Trash &amp; Recycle Containers</b>				
Trash - Empty and replace liner as needed			x	
Recycling - Empty. Do not use plastic liners in employee offices			x	

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**Wildcat Hill facility**

<b>Dusting - High dusting (6ft to 20 ft)</b>	No	
<b>Dusting - Low dust (to 6 foot height)</b>	No	

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**Wildcat Hill facility**

FREQUENCY TASK LIST				
BASIC SERVICES	PER DAY	SEMI-WEEKLY	WEEKLY	LUMP SUM
<b>Rest Rooms x 2</b>				
Clean floor drain cover add deodorizer			x	
Clean and sanitize stalls, commodes and urinals				
Clean mirrors and shelves				
Wash urinals, walls surrounding urinal & toilet partitions			x	
Clean sinks and chrome, fill soap dispensers			x	
Clean and fill napkin disposal and change liner			x	
Wet mop and disinfect			x	
Fill toilet paper dispenser			x	
Spot clean walls, pipe fixtures			x	
Clean walls			No	
Empty trash containers			x	
Fill and damp clean seat cover dispenser			N/A	
Damp clean exterior of trash container			x	
Treat all floor drains - 1 gallon of water and disinfect			x	
<b>Employee Lunchroom / Kitchen, lab, conference room and Hallways</b>				
<b>Sand Urns - Empty</b>			N/A	
<b>Refrigerator - Clean exterior (damp cloth)</b>			x	
Clean chairs with damp cloth			x	
Empty Wastebaskets (and change liners as needed)			x	
Clean ledges, counter tops, appliance and furniture (damp cloth)			x	
Clean tables			x	
Vacuum carpet thoroughly			x	
Clean sinks			No	
Damp clean exterior of trash container			x	
Floors, mop and disinfect			x	
<b>Microwave &amp; Toasters</b>				
Clean Interior and Exterior			No	
<b>TOTAL BASIC SERVICES</b>				<b>\$225.00</b>

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**Wildcat Hill facility**

FREQUENCY TASK LIST		
MONTHLY SERVICES	MONTHLY	LUMP SUM
<b>Windows</b> - Entrance glass & slanted glass - Clean	x	\$25.00
<b>Doors</b> - Clean all non-glass doors & door jams	No	\$15.00
Clean all office glass panels next to doors	x	\$5.00
<b>Dusting (Spray and Wipe)</b>		
Windows - Blinds	No	\$5.00
Vents/Exhaust	No	\$10.00
High dust (above 6 feet to 20 feet)	No	\$15.00
Remove all cobwebs	No	\$5.00
<b>Floor Mats</b> - Wash	No	\$15.00
<b>Rest Rooms</b>		
Disinfect and clean all walls	No	\$35.00
<b>Floors - Lobby First Floor, Hallways and Breakrooms</b>		
Buff	x	\$75.00
<b>TOTAL MONTHLY SERVICES</b>		<b>\$205.00</b>

COST SUMMARY				
SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$225.00	1	\$2,700.00
Monthly Services	12-MONTHS - Times 12	\$205.00	10	\$2,460.00
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>				<b>\$5,160.00</b>

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**Wildcat Hill facility**

<b>AS REQUESTED SERVICES</b>		
		<b>LUMP SUM</b>
<b>Windows</b> - Interior and Exterior		\$55.00
<b>Doors</b>		
Oil all non-glass doors		\$30.00
<b>Dusting</b>		
All exposed beams		\$35.00
<b>Refrigerator</b> - Defrost and clean		\$40.00
<b>Floors/Non-Carpeted</b>		
<b>Weekly Buffing</b>		
<b>Strip, Wax and Buff</b> - Note: This does not apply to the wood floor in the lobby of City Hall		<b>250</b>
Cement floors, strip and seal		\$150.00
<b>Lights</b> - Clean (wash fixtures & bulbs)		\$125.00
<b>Floors/Carpeted</b>		
Spot clean carpet		\$75
<b>Shampoo Carpets</b> - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		\$175
Concrete stair wells, sweep/mop		\$55
<b>Desks</b> - Cleaning/Waxing of desks		\$45
<b>Walls</b> - Spot clean		\$95
<b>Sofas, Chairs, office chairs, Council Chambers &amp; Conference areas</b>		\$65
Clean and dust		
<b>Windows</b>		
Interior		\$45.00
Exterior		\$95.00
<b>Sofas, Chairs, office chairs, Council Chambers &amp; Conference areas -</b>		

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**Wildcat Hill facility**

<p><b>Shampoo - Note:</b> The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.</p>		<b>\$135</b>
--	--	--------------

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**Rio de Flag facility**

Minimum # of staff  
required for each  
visit: **1 - 2**

FREQUENCY TASK LIST				
BASIC SERVICES	PER DAY	SEMI- WEEKLY	WEEKLY	LUMP SUM
<b>Floors/Carpeted (all areas)</b>				
Vacuum all carpet (under desks, tables, chairs)		x		
Vacuum traffic areas			x	
Spot clean carpet (as needed or as found)		x		
<b>Floors/Non-Carpeted</b>				
Dry Mop			x	
Wet Mop			x	
<b>Concrete Stair Wells</b>				
Concrete stair wells, sweep/mop			N/A	
Concrete stair wells, pick up large debris			N/A	
<b>Doors</b>				
Clean all glass doors and side glasses			x	
<b>Stainless Steel</b> - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).			x	
<b>Stairs, Stair Landing, Walks &amp; Hallways</b>				
Sweep or vacuum (if carpeted)			x	
Wet Mop			x	
<b>Vents</b> - Exhaust Dust			No	
<b>Handrails Stairs and Bridge to Restrooms</b> - Disinfect, spray and wipe all wood handrails			N/A	
<b>Tables/Surfaces</b> - (Ledges / Countertops) - Clean and disinfect			x	
<b>Payphone Area and Elevator</b>				
Disinfect and clean all buttons and handicap buttons (spray and wipe)			N/A	
Wet Mop				
<b>File Cabinets and Card Files</b> - Dust			No	
<b>Water Fountains</b> - Clean and Disinfect			x	
<b>Wastebaskets</b> - Empty (change liners as needed)			x	
<b>Trash &amp; Recycle Containers</b>				
Trash - Empty and replace liner as needed			x	
Recycling - Empty. Do not use plastic liners in employee offices			x	



**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**Rio de Flag facility**

<b>Dusting - High dusting (6ft to 20 ft)</b>	No	
<b>Dusting - Low dust (to 6 foot height)</b>	No	

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**Rio de Flag facility**

FREQUENCY TASK LIST				
BASIC SERVICES	PER DAY	SEMI-WEEKLY	WEEKLY	LUMP SUM
<b>Rest Rooms</b>				
Clean floor drain cover add deodorizer			x	
Clean and sanitize stalls, commodes and urinals				
Clean mirrors and shelves				
Wash urinals, walls surrounding urinal & toilet partitions			x	
Clean sinks and chrome, fill soap dispensers			x	
Clean and fill napkin disposal and change liner			x	
Wet mop and disinfect			x	
Fill toilet paper dispenser			x	
Spot clean walls, pipe fixtures			x	
Clean walls			No	
Empty trash containers			x	
Fill and damp clean seat cover dispenser			N/A	
Damp clean exterior of trash container			x	
Treat all floor drains - 1 gallon of water and disinfect			x	
<b>Employee Lunchroom / Kitchen, conference room, and Hallways</b>				
<b>Sand Urns - Empty</b>			N/A	
<b>Refrigerator - Clean exterior (damp cloth)</b>			x	
Clean chairs with damp cloth			x	
Empty Wastebaskets (and change liners as needed)			x	
Clean ledges, counter tops, appliance and furniture (damp cloth)			x	
Clean tables			x	
Vacuum carpet thoroughly		x		
Clean sinks			No	
Damp clean exterior of trash container			x	
Floors, mop and disinfect			x	
<b>Microwave &amp; Toasters</b>				
Clean Interior and Exterior			No	
<b>TOTAL BASIC SERVICES</b>				<b>\$545.00</b>

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**Rio de Flag facility**

FREQUENCY TASK LIST		
MONTHLY SERVICES	MONTHLY	LUMP SUM
<b>Windows</b> - Entrance glass & slanted glass - Clean	x	\$20.00
<b>Doors</b> - Clean all non-glass doors & door jams	No	\$40.00
Clean all office glass panels next to doors	x	\$20.00
<b>Dusting (Spray and Wipe)</b>		
Windows - Blinds	No	\$10.00
Vents/Exhaust	No	\$15.00
High dust (above 6 feet to 20 feet)	No	\$25.00
Remove all cobwebs	No	\$10.00
<b>Floor Mats</b> - Wash	No	\$15.00
<b>Rest Rooms</b>		
Disinfect and clean all walls	No	\$95.00
<b>Floors - Lobby First Floor, Hallways and Breakrooms</b>		
Buff	x	\$85.00
<b>TOTAL MONTHLY SERVICES</b>		<b>\$335.00</b>

COST SUMMARY				
SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$545.00	2	\$6,540.00
Monthly Services	12-MONTHS - Times 12	\$335.00	15	\$4,020.00
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>				<b>\$10,560.00</b>

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**Rio de Flag facility**

<b>AS REQUESTED SERVICES</b>		
		<b>LUMP SUM</b>
<b>Windows</b> - Interior and Exterior		\$125.00
<b>Doors</b>		
Oil all non-glass doors		\$35.00
<b>Dusting</b>		
All exposed beams		\$40.00
<b>Refrigerator</b> - Defrost and clean		\$45.00
<b>Floors/Non-Carpeted</b>		
<b>Weekly Buffing</b>		
<b>Strip, Wax and Buff</b> - Note: This does not apply to the wood floor in the lobby of City Hall		<b>225</b>
Cement floors, strip and seal		\$150.00
<b>Lights</b> - Clean (wash fixtures & bulbs)		\$125.00
<b>Floors/Carpeted</b>		
Spot clean carpet		\$95
<b>Shampoo Carpets</b> - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		\$195
Concrete stair wells, sweep/mop		\$45
<b>Desks</b> - Cleaning/Waxing of desks		\$35
<b>Walls</b> - Spot clean		\$125
<b>Sofas, Chairs, office chairs, Council Chambers &amp; Conference areas</b>		\$45
Clean and dust		\$45
<b>Windows</b>		
Interior		\$40.00
Exterior		\$70.00
<b>Sofas, Chairs, office chairs, Council Chambers &amp; Conference areas</b> -		

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**Rio de Flag facility**

<p><b>Shampoo - Note:</b> The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.</p>		<b>\$75</b>
--	--	-------------

## EXHIBIT B

### TERMS AND CONDITIONS (CITY-WIDE CUSTODIAL CONTRACT)

#### IN GENERAL

**1. PARTIES:**

1.1 The City of Flagstaff ("City") and the contractor identified in the underlying Contract ("Contractor") may be referred to individually as "Party" or collectively as "Parties."

1.2 Where the term "Employee(s)" is used in the Contract, it refers to the employees or subcontractors of Contractor.

**2. NOTICE TO PROCEED:** Contractor shall not commence performance until after the City has issued a Notice to Proceed.

**3. LICENSES AND PERMITS:** Contractor at its own expense shall maintain current federal, state, and local licenses, permits, and approvals required for performance of the Contract and provide copies to City upon request.

**4. COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state, and local laws, regulations, standards, codes, and ordinances in performance of the Contract.

**5. NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, the Contract is non-exclusive, and the City reserves the right to contract with others for materials or services.

**6. SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity shall constitute an express warranty that all materials and/or services to be provided to City shall be of the same quality and conformity.

#### MATERIALS

**7. PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract and such order will reference the Contract number.

**8. QUALITY:** Contractor warrants that all materials supplied under the Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials and will be safe and appropriate for use as normally used. The City's inspection, testing, acceptance, or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.

**9. MATERIALS:** Contractor shall furnish cleaners, disinfectants, waxes, wax stripping materials, wastebasket liners, and any other product necessary to provide the custodial services. Contractor's products, services, and facilities will be in full compliance with all applicable federal, state, and local health, environmental, and safety laws, regulations, standards, codes, and ordinances, regardless of whether or not they are referred to by the City. Contractor shall use "green seal" compliant cleaning products in those City facilities that may choose to do so. The City reserves the right to require that Contractor change

cleaning materials if Contractor's cleaning products are not, in the City's opinion, providing effective sanitation, desired finish or durability, and/or a clean appearance.

10. **EMERGENCY PURCHASES:** The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by Contractor.
11. **ACCEPTANCE:** All materials and services provided by the Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.
12. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all manufacturer's warranties to the City upon the City's acceptance of the materials.
13. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery, and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.
14. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.
15. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor may not substitute nonconforming materials and/or services. Delivery of nonconforming materials and/or services, or a default of any nature, shall constitute a breach of the Contract as a whole.
16. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.
17. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens, other than the security interest held by Contractor, until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.
18. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule or both. Any claim for adjustment shall be evidenced in writing and approved by the Purchasing Director prior to the institution of the change.

## **PAYMENT**

19. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed at each individual facility. Invoices shall include the Contract and/or Purchase Order number and dates when goods had been shipped or work performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory materials

and/or services received and accepted by City.

20. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.
21. **TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of the Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.  
  
Exception: The City will pay any taxes which are specifically identified as a line-item dollar amount in Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.
22. **FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.
23. **FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by the City.
24. **AMOUNTS DUE TO THE CITY:** Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and charges owed to the City under the Contract.
25. **OFAC:** No payments may be made to any person in violation of Office of Foreign Assets Control regulations. 31 C.F.R. Part 501.

## **SERVICES**

26. **INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.
27. **CONTROL:** Contractor shall be responsible for the control of the work.
28. **WORK SITE:** Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.
29. **SAFEGUARDING PROPERTY:** Contractor shall be responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.



30. **QUALITY:** All work shall be of good quality and free of defects, and performed in a diligent and professional manner.
31. **ACCEPTANCE:** If the City rejects Contractor's work due to noncompliance with the Contract, the City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.
32. **WARRANTY:** Contractor warrants all work for a period of one (1) year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed, or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be liable for the costs. This one (1) year warranty is in addition to and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

### **INSPECTION, RECORDS, ADMINISTRATION**

33. **RECORDS:** The City shall have the right to inspect and audit all of Contractor's books and records related to the Contract for up to five years after completion of the Contract.
34. **RIGHT TO INSPECT BUSINESS:** The City shall have the right to inspect the place of business of Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.
35. **PUBLIC RECORDS:** The Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law. A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential," the City will endeavor to notify Contractor prior to release of such information.
36. **CONTRACT ADMINISTRATION:** Contractor will be required to participate in the City's contract administration process. Contractor will be closely monitored for Contract compliance and will be required to promptly correct any deficiencies.

### **INDEMNIFICATION**

37. **GENERAL INDEMNIFICATION:** Contractor shall indemnify and hold the City and its officers, agents, employees, and subcontractors harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense, arising out of the acts, errors, or omissions of Contractor, its officers, agents, employees, and subcontractors, in performing or failing to perform the responsibilities identified in the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects, and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

## **CONTRACT CHANGES**

38. **COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the Parties.
39. **AMENDMENTS:** The Contract may be amended by written agreement of the Parties.
40. **SEVERABILITY:** If any term or provision of the Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted, and the remainder of the Contract shall remain in full force and effect.
41. **NO WAIVER:** Both Parties have the right to insist upon strict performance of the Contract, and the prior failure of a Party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.
42. **ASSIGNMENT:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. Any assignment without such consent shall be null and void. No assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to the City. The Purchasing Director shall have authority to consent to an assignment on behalf of the City.
43. **BINDING EFFECT:** The Contract shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

## **EMPLOYEES AND SUBCONTRACTORS**

44. **SUBCONTRACTING:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. The City reserves the right to withhold consent if the subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.
45. **SECURITY INQUIRIES:** Contractor must ensure that their Employees undergo a background check and drug test before starting work under the Contract. Contractor must provide the results to the City and its supervisors upon request. The City reserves the right to accept or reject any or all of the Employees proposed by the Contractor for work under the Contract. If an Employee is rejected by the City for work under the Contract, the Contractor may still employ them for other non-City related work. However, the Contractor must obtain prior written approval from the City before proposing the rejected Employee for work under any other City contracts or engagements.
46. **MATERIALITY OF BACKGROUND SCREENING REQUIREMENTS AND INDEMNITY:** Any breach of the background and security requirements of the Contracts shall be deemed a material breach of the Contract. In addition to any other indemnification provision in the Contract, Contractor shall defend, indemnify, and hold harmless the City from and against any and all claims, actions, liabilities, damages, losses, and expenses (Claims) arising out

of this duty, including Contractor's disqualification of any Employee or the City's failure to enforce this section.

47. **NONDISCRIMINATION:** Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, or familial status and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. In addition, any Contractor whose business is located within City of Flagstaff limits shall comply with the Flagstaff City Code, Chapter 14-02, *Civil Rights*, which also prohibits discrimination based on sexual orientation or gender identity or expression.
48. **DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.
49. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the employees of the Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

#### **BADGE, KEY, AND/OR PROXIMITY ACCESS CARD HANDLING PROCEDURES**

50. **STOLEN OR LOST:** If an Employee is provided a badge, key, and/or proximity access card, Contractor shall immediately report any lost or stolen badge, key, and/or proximity access card to the Site Representative and/or City Representative. Contractor shall be responsible for payment of the applicable fee prior to issuance of a new badge, key, and/or proximity access card.
51. **RETURN:** All badges, keys, and/or proximity access cards are the property of the City of Flagstaff and must be returned to the Site Representative and/or City Representative immediately after the Employee's access to a City facility is no longer required under the Contract. Contractor shall collect the badges, keys, and/or proximity access cards when there is an Employee resignation, transfer, lay-off, medical leave, termination, leave of absence, or when the Contract terminates, is cancelled, or expires, whichever occurs first.
52. **EMPLOYEE IDENTIFICATION AND ACCESS:** Employees must have some form of verifiable company identification in their possession at all times while working under the Contract. An Employee's access authority is only valid during their scheduled hours. Contractor shall provide the City with updates and changes in personnel as they occur.

## **PERFORMANCE**

### **53. CONTRACT PERFORMANCE**

- 54.1 Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities. The City Representative and/or Site Representative will decide all questions which may arise as to the quality and acceptability of any work performed under the Contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify Contractor in writing.
- 54.2 If the Site Representative and/or City Representative provides written notice of unsatisfactory performance to Contractor, the Site Representative and/or City Representative will define the period of time to correct the unsatisfactory performance (dependent upon the circumstances). In the event the unsatisfactory performance is not corrected within the time specified, the City will have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover from any balances due or to become due Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the Contract for default.
- 54.3 Repeated negligence

### **54. CITY-PROVIDED RESOURCES**

- 55.1 Storage Space:
  - 55.1.1 The City will provide Contractor storage space and utilities at the relevant City facilities as reasonably necessary for the performance of the Scope of Work at no cost to Contractor. Internet, phone connections, and services are not included in the utilities provided by the City.
  - 55.1.2 The use of City-provided storage space will be on a space available basis and subject to the approval of the City. Where applicable, the City will provide storage rooms and janitor closets for supplies and charging equipment.
  - 55.1.3 City-provided space will be maintained in a clean, safe manner in accordance with all applicable codes and regulations and is subject to inspection at all times. Janitorial storage closets must remain closed and locked at all times.
  - 55.1.4 No materials or equipment will be stored or temporarily set in restrooms or other spaces accessible to the public.
  - 55.1.5 If storage is in an electrical closet, a minimum of thirty-six inches will be provided in front of all electrical panels. The width of working space in front of the electrical equipment will be the width of the equipment or thirty inches, whichever is greater. In all cases, the workspace must permit at least a ninety-degree opening of equipment doors or hinged panels.
  - 55.1.6 Contractor will not use the space provided by the City to support any other functions of the company. The City reserves the right to evict Contractor from the office or storage space if Contractor violates this requirement.

55.1.7 Any changes to the space must be approved by the City and are at Contractor's expense.

55.2 Badges, keys, and/or proximity access cards: The City will provide Contractor badges, keys, and/or proximity access cards necessary for the performance of the Contract. Contractor will exercise all reasonable efforts to ensure the safe keeping of City-provided badges, keys and/or proximity access cards. Contractor is required to perform an annual audit of the badges, keys and/or proximity access cards and submit to the City. Any lost badges, keys and/or proximity access cards shall be reported immediately to Site Representative.

## **55. CONTRACTOR-PROVIDED RESOURCES**

56.1 Uniforms: Uniforms shall consist of a shirt with company logo and approved pants, skirts, or dresses. If jackets or sweaters are worn, they shall coordinate with the uniform and clearly bear the company logo. Employees shall be in an approved uniform that is clean, neat, and free from tears, holes, frayed edges, and body odor. Open-toed shoes, shorts, and non-company logo hats/caps/beanies are not acceptable. Contractor must submit a description and photo of proposed uniform for the City's approval to ensure the uniform is professional/appropriate.

56.2 Office Equipment: If applicable, Contractor shall provide office equipment, such as desks, computers, phones, and copiers. All internet, phone connections, and services will be provided by Contractor.

56.3 Vehicles: Contractor shall be responsible for providing all support vehicles required to effectively and efficiently operate, manage, and support the services necessary to fulfill the requirements of the Contract. Vehicles driven on the airfield shall be marked with the company name and/or logo approved by the City.

56.4 Communication Devices/Cell Phones: Contractor must provide cellular communication devices to shift supervisors and necessary Employees.

## **56. CONTRACTOR TRANSITION**

57.1 Onboarding of Contractor: Contractor must attend start-up meetings with the City no less than 30-45 days prior to the Contract start date. Such meetings may include a walk-through of the pertinent City facility. The intent of the meeting is to review the proposed transition plan and expectations.

57.2 Offboarding of Contractor: Thirty (30) days prior to the end of the Contract, Contractor Representative, the City Representative, and the Site Representative shall schedule a walk-through inspection of the pertinent City facility to review cleanliness. If the cleanliness level is below cleaning standards established by the terms, conditions, and provisions of the Contract, Contractor shall correct issues identified to meet cleaning standards prior to the Contract termination date. If cleaning standards have not been corrected by Contractor by that date, the City shall be credited 50% of Contractor invoiced cost from the last monthly invoice for the location not meeting standards.

- 57.3 At the termination of the Contract, or at the request of the City Representative and/or Site Representative, Contractor must return all security badges, keys, proximity access cards, and all other City property issued to Contractor. Contractor may be held liable for replacement costs and any locksmith costs to rekey and reprogram these items if not returned. Funds may be withheld from any amounts otherwise due and payable to Contractor.
57. **COMMUNICATION IN ENGLISH:** It is mandatory that Contractor's lead person assigned to any City facility can speak, read, and write in English to effectively communicate with City staff.
58. **EMPLOYEE PARKING AND TRANSPORTATION:** Contractor is fully responsible for any logistics regarding the parking of Employee vehicles and transportation of Employees to/from the site assignment to arrive and/or leave at the start or end times of the Employee's work schedule.
59. **ADDITIONAL SERVICES:** The City may request custodial services for areas not specified in the Contract if other custodial services are deemed necessary. These additional services will be covered within Contractor's proposed hourly rate as specified in the Fee Schedule and/or Scope of Work.
60. **ALTERATION OF WORK:** The City reserves the right to make alterations in specific work hours as necessary or desirable. Such changes will not invalidate the Contract or release the surety. Contractor agrees to perform the work as altered, the same as if it had been a part of the original Contract.

#### **DEFAULT AND TERMINATION**

61. **TERMINATION FOR NONAPPROPRIATION OF FUNDS:** The City may terminate all or a portion of the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.
62. **TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, the Contract may be terminated in whole or part by the City for convenience upon thirty (30) days' written notice, without further penalty or liability to Contractor. If the Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination.
63. **TERMINATION FOR DEFAULT:** Prior to terminating the Contract for a material breach, the non-defaulting Party shall give the defaulting Party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting Party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches, the non-defaulting Party may elect to terminate Contract by providing written notice to the defaulting Party, which shall be effective upon receipt. In the event of default, the Parties may execute all remedies available at law in addition to the Contract remedies provided for herein (including Liquidated Damages).

**64. CONDITIONS AND CAUSES FOR TERMINATION FOR DEFAULT**

64.1 The City reserves the right to cancel the whole or any part of the Contract due to failure of Contractor to carry out any term, promise, or condition of the Contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:

64.1.1 In the opinion of the City, Contractor provides personnel who do not meet the requirements of the Contract;

64.1.2 In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions, or services/specifications required in the Contract;

64.1.3 In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products, or workmanship which are of an unacceptable quality;

64.1.4 Contractor fails to furnish the required service and/or product within the time stipulated in the Contract; and/or

64.1.5 In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the Contract and/or give the City a positive indication that Contractor will not or cannot perform to the requirements of the Contract.

**65. TERMINATION DUE TO INSOLVENCY:** If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate the Contract, and Contractor is deemed in default, at any time if Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.

**66. PAYMENT UPON TERMINATION:** Upon termination of the Contract, the City will pay Contractor for satisfactory performance up until the effective date of termination. The City shall make final payment within thirty (30) days from receipt of Contractor's final invoice.

**67. CANCELLATION FOR GRATUITIES:** The City may cancel the Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with award or performance of the Contract.

**68. CANCELLATION FOR CONFLICT OF INTEREST:** Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three (3) years after its execution, without penalty or further liability to Contractor.

**69. SUSPENSIONS OF WORK:** The City reserves the right to suspend work wholly or in part if deemed necessary for the best interest of the City. This suspension will be without

compensation to Contractor, other than to adjust the Contract completion/delivery requirements.

- 70. CONTINUATION DURING DISPUTES:** Contractor agrees that notwithstanding the existence of any dispute between the Parties, insofar as is possible, under the terms of the Contract, Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.
- 71. ASSIGNMENT OF DUTIES:** During the Contract term, if the City determines that Contractor’s performance is deficient and the deficiencies are not resolved in a manner satisfactory to the City and in compliance with Contract requirements, the City reserves the right to assign some or all these services to another custodial contractor until the City, in its sole discretion, determines that Contractor’s performance deficiencies are resolved. The City may recover the excess costs for such services by: (1) deduction from Contractor’s unpaid balance due; (2) collection against the performance bond; or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- 72. OBLIGATIONS:** Contractor will not assert the failure or performance deficiencies of any other custodial contractor as justification for Contractor’s own failure to perform any performance obligation under the Contract.

**LIQUIDATED DAMAGES**

- 73. GENERAL:** In addition to any other remedy available to the City at law or in equity, Contractor will be liable for and must pay to the City the amounts listed below for each violation by Contractor. The Parties further agree that the violations below will result in the City incurring damages that are impractical or impossible to determine, and Contractor agrees that the amounts listed below are reasonable approximation of such damages. The City may impose liquidated damages as follows:

Item No.	Description	Fee
1.	Insufficient Employees to provide satisfactory performance.	\$50 per violation
2.	Recurring issues of insufficient performance that have been previously reported but not rectified.	\$50 per violation
3.	Re-inspection of work not performed correctly as determined by the City Representative and/or Site Representative requiring corrective action and reinspection.	\$50 per re-inspection
4.	Failure to meet response times stated in the Contract for emergency calls, bio-fluid and spill clean-up, and unsatisfactory cleaning performance.	\$200 per violation
5.	Contractor Employees not in uniforms.	\$50 per violation
6.	Wastewater from cleaning equipment not filtered/strained prior to dumping into City sanitary systems.	\$1,000 per violation



7.	An Employee possessing a deadly weapon as defined by Arizona Law (A.R.S. § 13-3101(A)(1)).	\$2,000 per violation
8.	Contractor and/or its Employees failure to comply with drug and alcohol policies of the City.	\$1,000 per violation

74. **NOTICE:** Prior to the imposition of a liquidated damages assessment, Contractor will be notified in writing by the City. The City's notice will include a brief narrative apprising Contractor of the time, place, and nature of the violation(s). The notice will set forth those facts substantiating the violation. Contractor will be afforded an opportunity to respond, in writing, within twenty-four (24) hours from date and time of the notice. Contractor's failure to respond within this specified time will be deemed that the violation occurred.
75. **CURE:** Contractor must agree to properly cure any default within 24 hours to three (3) calendar days (depending on the circumstance) from the date the written notice of default is sent by the City to correct any unsatisfactory performance. If, in the opinion of the City, the unsatisfactory condition is not corrected within the time specified, then liquidated damages may be applied at the discretion of the City Representative and/or their designee.
76. **PAYMENT OF LIQUIDATED DAMAGES:** All amounts owed by Contractor are due and payable to the City within thirty (30) calendar days from the date of the notice of violation. The amount payable will be deducted from Contractor's invoice on the next month's invoice statement. Any amount unpaid after 30 days is delinquent and is subject to a delinquent account fee.

**MISCELLANEOUS**

77. **COOPERATIVE PURCHASE CONTRACTS:** Contractor may enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to sell materials and services to any member of a cooperative group under the same pricing, terms, and conditions of the Contract awarded to the Contractor based upon the competitive procurement process used by the City of Flagstaff for the Contract.
78. **ADVERTISING:** Contractor shall not advertise or publish information concerning the Contract with the City without the prior written consent of the City.
79. **NOTICES:** All notices given pursuant to the Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other Party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be sent by email as a secondary form of notice.
80. **THIRD PARTY BENEFICIARIES:** The Contract is intended for the exclusive benefit of the Parties. Nothing herein is intended to create any rights or responsibilities to third parties.
81. **GOVERNING LAW:** The Contract shall be construed in accordance with the laws of Arizona.
82. **FORUM:** In the event of litigation relating to the Contract, any action at law or in equity shall be filed in Coconino County, Arizona.

- 83. ATTORNEYS' FEES:** If any action at law or in equity is necessary to enforce the terms of the Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees, and expenses.
- 84. FORCE MAJEURE:**
- 84.1 There may be events that occur during the term of the Contract that are beyond the control of both the City and Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God ("Events"). These Events may result in a temporary delay of contractual deliverables or the permanent inability to provide the contractual deliverables that are the subject of the Contract.
- 84.2 There shall be no claims arising from a temporary delay of contractual deliverables or the permanent inability to provide the contractual deliverables caused by the Events, and the City shall not pay additional costs incurred by Contractor as a result of such Events.
- 84.3 The Parties shall act in good faith to extend the Contract completion date without any penalty to Contractor and the extension will be in an amount of time equal to any temporary delay. This provision of the Contract supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.
- 85. NO BOYCOTT OF ISRAEL:** Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees, and the Contract is worth at least one-hundred thousand dollars and no cents (\$100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.
- 86. FORCED LABOR OF ETHNIC UYGHURS:** If Contractor engages in for-profit activity and has ten (10) or more employees, pursuant to A.R.S. §35-394, the Contractor certifies that it does not currently, and agrees for the duration of the Contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the company is not in compliance with the written certification, Contractor shall notify the City within five (5) business days after becoming aware of the noncompliance. If the Contractor does not provide the City with a written certification that the Contractor has remedied the noncompliance within 180 days after notifying the City of the noncompliance, the Contract terminates, except that if the Contract termination date occurs before the end of the remedy period the Contract terminates on the Contract termination date.

**EXHIBIT C**

**INSURANCE REQUIREMENTS (CITY-WIDE CUSTODIAL CONTRACT)**

\*The term “Contractor” may substitute for the term “vendors,” “consultants,” or “firms,” depending on the purpose of the underlying Contract.

1. **IN GENERAL:** Contractor shall maintain insurance against claims for injury to persons or damage to property arising from performance of or in connection with the Contract by Contractor, its agents, representatives, employees, and/or subcontractors.
2. **REQUIREMENT TO PROCURE AND MAINTAIN:** Each insurance policy required by the Contract shall be in effect at, or before, commencement of work under the Contract and shall remain in effect until all of Contractor’s obligations under the Contract have been met, including any warranty periods. Contractor’s failure to maintain the insurance policies as required by the Contract, or to provide timely evidence of renewal, will be considered a material breach of the Contract.
3. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** The following insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City does not represent or warrant that the minimum limits set forth in the Contract are sufficient to protect Contractor from liabilities that might arise out of the Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

Where applicable, as related to the Scope of Work, Contractor shall provide coverage at least as broad and with limits not less than those stated below.

a. Commercial General Liability - Occurrence Form

General Aggregate	\$2,000,000
Products/Completed Operations	\$1,000,000
Each Occurrence	\$1,000,000

b. Umbrella Coverage \$2,000,000

c. Automobile Liability

Any Automobile or Owned, Hired, and Non-owned Vehicles	\$1,000,000
Combined Single Limit Per Accident for Bodily Injury & Property Damage	

d. Workers’ Compensation and Employer’s Liability

Workers’ Compensation	Statutory
Employer’s Liability: Each Accident	\$1,000,000
Disease - Each Employee	\$1,000,000
Disease - Policy Limit	\$1,000,000

4. **SELF-INSURED RETENTION:** Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that Contractor reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and/or subcontractors. Contractor shall be solely responsible for any self-insured retention amounts. The City at its option may require Contractor to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.
5. **OTHER INSURANCE REQUIREMENTS:** The insurance policies shall contain, or be endorsed to contain, the following provisions:
  - a. Additional Insured: In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired, or borrowed by Contractor.
  - b. Broad Form: Contractor's insurance policy shall contain broad form contractual liability coverage.
  - c. Primary Insurance: Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and/or subcontractors. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and/or subcontractors shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.
  - d. Each Insured: Contractor's insurance policies shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - e. Not Limited: Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.
  - f. Waiver of Subrogation: The insurance policies shall contain a waiver of subrogation against the City, its officers, officials, agents, employees, and/or subcontractors for losses arising from work performed by Contractor for the City.
6. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, and/or reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Procurement Agent and shall reference the Contract Number.
7. **ACCEPTABILITY OF INSURERS:** Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

8. **CERTIFICATES OF INSURANCE:** Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.
9. **POLICIES:** The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by the Contract. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under the Contract.
10. **MODIFICATIONS:** Any modification or variation from the insurance requirements in the Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

## CONTRACT FOR PURCHASE OF MATERIALS/SERVICES

Contract No. 2024-26

This Contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City") and Pinnacle Janitorial, Inc. dba Pinnacle Building Services, an Arizona corporation ("Contractor").

WHEREAS, the City desires to receive, and Contractor is able to provide materials and/or services; and

NOW THEREFORE, in consideration for the mutual promises contained herein, the Parties agree:

1. Scope of Work: Contractor shall provide the materials and/or services generally described as:

### City-Wide Custodial Services

- Cinder Lake Landfill Admin Building
- City Hall
- City Prosecutor's Office
- Downtown Library
- East Flagstaff Library
- Flagstaff Aquaplex
- Hazardous Products Center (located at Cinder Lake Landfill)
- Mogollon Building
- Municipal Court
- Rio De Flag Water Treatment Facility
- USGS (Four buildings)
- Wildcat Hill Water Treatment Facility

and as more specifically described in the Scope of Work, attached hereto as Exhibit A.1.

2. Compensation:

2.1 General: Contractor shall be paid for satisfactory performance of the services defined in the Scope of Work attached as Exhibit A.1, the Facility-Specific Scope of Work attached as Exhibit A.2 and the Custodial Services – Proposal and Frequency Form attached as Exhibit A.3. If there are conflicts between the Scope of Work and the Custodial Services – Proposal and Frequency Form, the requirements of the Scope of Work prevail.

2.2 Pricing: All pricing shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in the Contract and include all costs of Contractor providing the materials/service including transportation, insurance, and warranty costs. No fuel surcharges will be accepted unless allowed in the Contract. The City shall not be invoiced at prices higher than those stated in the Contract.

2.2.1 Contractor further agrees that any reductions in the price of the materials or services covered by the Contract will apply to the undelivered balance. Contractor shall promptly notify the City of such price reductions.

2.2.2 No price modifications will be accepted without proper written request by Contractor and response by the City's Purchasing Division.

## 2.3 Price Adjustment:

2.3.1 Any price adjustment must be approved by the City in writing as a formal Contract Amendment. The City Council must approve any price adjustment if the annual contract prices exceeds \$100,000; otherwise, the City Manager or his/her designee (the Purchasing Director) shall have authority to approve a price adjustment on behalf of the City.

2.3.2 Any requests for reasonable price adjustments must be submitted in accordance with this section. Requests for adjustment in the cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Contract. The City is only willing to entertain price adjustments based on an increase in the Contractor's actual expenses or other reasonable adjustments in providing the services/materials under the Contract. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

2.3.3 Thirty (30) days prior to the scheduled mandated increase in the City of Flagstaff hourly minimum wage, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the Consumer Price Index for All Urban Consumers (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>) or the City of Flagstaff's mandated increase to the minimum wage, whichever is higher. The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

2.4 Renewal and Extension Pricing: Any extension of the Contract will be at the same pricing as the initial Term. If the Contract is renewed, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual written agreement of the Parties. Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

3. Terms and Conditions (City-Wide Custodial Services): The Terms and Conditions (City-Wide Custodial Services), attached hereto as Exhibit B, are incorporated by reference and shall apply to performance of this Contract, except to the extent modified by Exhibit A.1.

4. Insurance: Contractor shall meet insurance requirements of the City, attached hereto as Exhibit C. Prior to initiating Custodial Services, Contractor shall submit the certificate of insurance and corresponding endorsements naming the "City of Flagstaff, Arizona" as an additional insured.

5. Contacts:

- 5.1 The City Representative for enforcement of this Contract is Teddy Callan, Procurement Specialist, or their designee. Email: [teddy.callan@flagstaffaz.gov](mailto:teddy.callan@flagstaffaz.gov). All communications to the City regarding the enforcement of the Contract shall be through the City Representative.
- 5.2 The City's Site Representative for each facility will be identified in the initial walkthrough of the related facility. All communications to the City regarding daily performance of services of each facility shall be through the City's Site Representative, or their designee.
- 5.3 The Contractor shall identify a Custodial Representative performance of the Contract. The Contractor shall also identify a Site Representative for daily performance of services in the Scope of Work and Custodial Services – Proposal and Frequency Form is Exhibit A.3. All communications to the City regarding daily performance of services shall be through the Custodial Representative, or their designee.

6. Contract Term: The Contract term is for a period of five (5) years unless terminated pursuant to the Terms and Conditions (City-Wide Custodial Services), attached hereto as Exhibit B. The Contract will be effective as of the date signed by both Parties. Performance shall commence within thirty (30) days from the City's issuance of the Notice to Proceed.

7. Renewal: The Contract may be renewed or extended for up to two (2) additional one (1)-year terms by mutual written consent of the parties. The City Manager or his/her designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

8. Extension to Perform Procurement: The City reserves the right to extend the period of the contract for up to two (2), ninety (90) day periods beyond the stated expiration date by mutual written consent of both Parties in order to complete a formal procurement process.

9. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City:  
Teddy Callan  
City of Flagstaff  
211 W. Aspen Ave.  
Flagstaff, AZ 86001  
[teddy.callan@flagstaffaz.gov](mailto:teddy.callan@flagstaffaz.gov)

To Contractor:  
Fady Ebeid, CEO  
Pinnacle Building Services  
2202 N. 1st Street  
Flagstaff, AZ 86004  
[fady@pinnacleflag.com](mailto:fady@pinnacleflag.com)  
(818) 356-5046

With a copy to:  
Purchasing Department  
City of Flagstaff  
211 W. Aspen Ave.  
Flagstaff, AZ 86001  
[purchasing@flagstaffaz.gov](mailto:purchasing@flagstaffaz.gov)



10. Authority: Each Party warrants that it has authority to enter into the Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into the Contract.

CONTRACTOR:

By: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF FLAGSTAFF

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office

Notice to Proceed issued: \_\_\_\_\_, 20\_\_

June 5, 2024

## EXHIBIT A.1

### SCOPE OF WORK

#### I. SAFETY AND HEALTH

If there are conflicts between the Scope of Work and the Custodial Services – Proposal and Frequency Form, the requirements of the Scope of Work prevail.

Contractor shall exercise and maintain all applicable federal, state, county, and municipal regulatory requirements as it pertains to Safety and Health. Where there is a conflict between applicable regulations, the most stringent will apply. This includes removal and disposal of any hazardous materials. In the event of a potential safety/security risk while services are being provided, custodial staff shall call the Non-Emergency Response line, or Flagstaff Police Department Emergency line, accordingly.

#### II. DEFINITIONS

The following are definitions used by the City for evaluating custodial service. These definitions shall be followed unless otherwise noted per facility.

- A. "Work Week" - Unless designated otherwise, means Sunday through Saturday.
- B. "Work Time Designations" - Unless designated otherwise, the following time schedules apply:
  - 1. Shift one: Work to be performed during the designated evening hours.
  - 2. Shift two: Work to be performed during 11:00 a.m. to 4:00 p.m.
- C. "Basic Services" - All daily, weekly, bi-weekly, and three times per week services as outlined in the task list for the facility.
  - 1. "Daily Duties" - daily work to be performed each day at Contractor's discretion.
  - 2. "Bi-weekly" - work to be performed twice per week, a minimum of three (3) days apart.
  - 3. "Weekly" - work to be performed once per week at Contractor's discretion, a minimum of four (4) days apart.
- D. "Monthly Services" - work to be performed once per month, a minimum of three (3) weeks apart.
- E. "Quarterly Services" - work to be performed at approximately 90-day intervals, the first work to be performed within the first 30 days of each contract year.
- F. "As Requested" or "Optional Services" - determined by either the City Representative and/or the City's Site Representative.

### III. STANDARDS OF PERFORMANCE

Contractor will perform the following custodial services:

#### A. Daily Duties

1. **Waste and Recycling Receptacles** - All waste receptacles and recycling containers within the building shall be emptied each night and returned to their initial locations. Waste and recyclables shall be separately transported and emptied into designated external containers (e.g., recycling bin goes into external recycling container, and waste goes into external waste container). Boxes, cans, papers, etc., placed near a receptacle and marked "recycling" shall also be removed. Any other items not marked shall not be removed. The interior, exterior and housing of waste, organics and recycling receptacles, and walls next to the receptacles, shall be damp wiped to remove soil. Wet spills on the interior of wastebaskets shall be cleaned and dried. Clear plastic liners shall be replaced as needed, when dirty, wet or torn. Transporting of sorted waste within and from the buildings to outside waste dumpsters shall be accomplished using leak-proof plastic transports with wheels. Carry or roll all waste/recycle containers to exterior dumpster and dispose waste/recycle into dumpster. **DO NOT DRAG BAGS OF DEBRIS.** Liquid leaking from plastic bags being moved from receptacles shall be immediately cleaned.
2. **Waste and Recycling Storage Areas** - All waste shall be placed inside waste dumpsters. All recycling shall be placed inside recycling totes or dumpsters. The area around all dumpsters shall be kept clean of all materials, paper, litter, etc. Dumpsters shall be closed after use. Recycle container areas shall be kept clean and free of waste. Recycling materials shall not be placed in waste dumpsters.
3. **Outside Entrances and Steps** - Porches, handicap ramps, steps, fire escape stairways, basement stairways, and any other areas within 20 feet of entryways outside the buildings shall be swept to remove all soil, litter, and waste. All visible surface litter, soil, dirt, cobwebs, etc., shall be removed from the area. Waste receptacles adjacent to the entrance shall be emptied and cleaned.
4. **Entrance Mats** - Entrance mats located in either the exterior or the interior of entrances shall be cleaned. If vacuuming does not remove the soil, the mats shall be taken outside and swept with a stiff broom until all visible soil has been removed. Entrance mats shall be lifted to remove soil and moisture underneath and shall then be returned to the normal location after cleaning. No entrance mat shall be placed upon a damp or wet floor surface. Outside entrance mats shall be picked up and shaken to remove sand, dirt, dust, and any other debris.
5. **Entrance Doors** - Completely clean both sides of glass entrance door and windows immediately adjacent to the entrance doors. Spot clean both sides of the entrance door frames. After cleaning, the surface shall present a uniform appearance free of all smudges, fingerprints, stains, streaks, lint, etc.
6. **Entrance Floors Inside** - The surfaces shall be swept or dust-mopped prior to wet mopping to remove all loose soil and dust. All accessible areas shall be mopped to remove all soil, scuff marks, and non-permanent stains. After mopping, the floor shall have a uniform appearance with no streaks, film, swirl marks, detergent residue, mop

strings, or other evidence of soil. Baseboards shall be wiped to remove all splash marks.

7. Drinking Fountains - Remove all streaks, smudges, stains, scales, and other obvious soil from drinking fountains and entire cabinet. Disinfect all porcelain and metal surfaces including the orifice and drain. Stainless steel sections shall be polished with an appropriate cleaner. Products used to clean drinking fountain orifices must be safe for human consumption.
8. Internal Building Surfaces and Walls - Remove smudges, fingerprints, pen marks, streaks, etc., from washable surfaces including brass, stainless steel, around light switches, doors, doorways, door handles and casings, telephone stations, interior glass (such as reception counters and reception windows), bulletin boards and display cases, laminated plastic surfaces, clear sections of office cubicles, kick and push plates, and vertical/horizontal blinds with a treated cloth. After cleaning, the surface shall present a uniform appearance free of all smudges, fingerprints, stains, streaks, lint, etc. Areas adjacent to entrance glass within buildings that lead into offices shall also be completely cleaned and restored free of soil and streaks.
9. Carpeted Areas - All carpeted areas shall be vacuumed free of all visible debris at every service (goal for 100% of all areas to be vacuumed a minimum of once per week). Prior to vacuuming, all surface litter such as paper, gum, rubber bands, paper clips, staples, etc., shall be picked up. Furniture and waste receptacles shall be moved, as necessary, to vacuum underneath. After vacuuming the floor, including corners, next to baseboards, and behind doors, it shall be free of all visible litter, soil, dust, and embedded grit.
10. Carpet Spot Cleaning - Carpets shall be checked daily for stains and gum. All dirty spots/stains/gum shall be treated with a carpet spot cleaning solution, following the direction of the manufacturer for the specific carpet and stain involved. After cleaning, the carpet shall be free from visible spots, gum and stains, and the nap should be brushed all in one direction. A single spot or stain is defined as an area with a definite continuous outline of a substance within the texture of the carpet (or less than 4 inches in diameter) that is not a part of the manufacturing process.
11. Non-Carpeted Floors - Pick or sweep up all surface litter such as paper, gum, rubber bands, paper clips, staples, spills, etc. Sweep or vacuum the entire area, including under chairs, waste receptacles, desks and other furnishings, behind doors, and corners, which are accessible prior to mopping. The entire area (100%) will be thoroughly dry-mopped or cleaned with appropriate solution, to remove dust, dry soil, and other surface debris every service. New installed tile flooring shall be sealed and waxed 48 hours after installation is completed.
12. Tables, Counters, Desks, Chairs, Sofas, etc., - Remove any non-permanent stains, spots, spills, and pencil marks from tables, counters, and desks using a sponge or cloth dampened in mild detergent solution. The cleaning shall not be of such a degree as to remove the finish or leave abrasive marks. This includes all surface areas such as cabinets, bookcases, etc., that are empty. Chairs and sofas, where applicable, shall have cushions lifted for the purpose of the removal of any waste. Information written on whiteboards (dry/wet erase boards) shall not be cleaned off by Contractor unless requested by City.

13. Elevators - Remove all soil, dirt, graffiti, and fingerprint marks with an approved cleaner. Polish metal surfaces with an approved metal polish; the surface shall be free of smudges, soil, and excess polish and have a shiny appearance. If the inside is of a wood material, this shall be cleaned and polished with an approved wood cleaner/polish. Non-carpeted elevator floors shall be swept, vacuumed, and wet mopped. Carpeted elevator floors shall be vacuumed. Exhaust fan vents shall be cleaned. Threshold tracks shall be cleaned of dirt on a weekly basis.
14. Stairs and Stairwells - Stairwells, stairs, landings, and steps shall be vacuumed and/or mopped. Flights include the landings and steps on stairways between floors. All waste shall be picked up.
15. Break room/Concession/Kitchenette Area - Refill soap dispensers and paper dispensers as defined below. Clean and disinfect sinks, floor sinks, counters, exterior of appliances and cabinets, tables, and chairs.
16. Restroom Cleaning
  - 16.1 Clean and Disinfect Toilets and Urinals - Completely clean and disinfect all exposed surfaces of the toilets and urinals. A non-abrasive cleaner shall be used on the exposed hardware. The cleaning includes the drying and polishing of all exposed hardware. All foreign material shall be removed from the urinal drain trap. A special set of sponges, cloths, scouring pads, and brushes shall be maintained and used only for cleaning the urinals and toilets. Remove scale, scum, mineral deposits, rust stains, etc., from the interior of toilet bowls and urinals. After cleaning, the toilet seat must be completely dried and placed in an upright position. All fixtures shall present a clean, bright shiny appearance and shall be free of all streaks, spots, stains, rings, foreign material, etc., including the metal hardware. Stopped-up toilets shall be plunged free of obstructions. Only if obstructions cannot be dislodged completely shall it be reported along with other inoperable or broken fixtures. Contractor's supervisor shall report all plumbing discrepancies to the Site Representative immediately.
  - 16.2 Paper Products Dispensers - Contractor is to purchase and supply 100% recycled paper towels, with minimum 40% post-consumer content; toilet seat covers and toilet paper should have 20% recycled content. Waste basket liners should be clear (transparent) plastic and be no less than 10% postconsumer recycled content. At a minimum, re-supply all paper towel dispensers to their maximum level when stock is down to 40%, but do not overfill. Dispensers shall be refilled with the proper product for that dispenser (NOT just laid on top of dispenser or on top of the counter). Re-supply toilet paper by placing the product in the dispenser. Replace consumed rolls and partial rolls, which appear to be down to the last 20%. Toilet seat cover dispensers shall be filled with a new package when empty or when less than 20% of the sheets remain in the package. The dispenser interior, exterior, and adjacent surfaces shall be wiped with a sanitizer to remove fingerprints and smudges when filling. The dispensers shall be checked for proper operation after filling and inoperable devices shall be reported daily to supervisors who in turn shall notify the Site Representative. In addition, feminine product dispensers shall be kept stocked and the exterior cleaned as indicated above. Feminine products disposal containers shall have

a waxed paper liner or similar-type product at all times, to be replaced daily or when they have been used.

- 16.3 Bathroom Tissue - Coreless bathroom tissue and other similar products may be considered but cannot be utilized without prior approval from the Site Representative.
- 16.4 Soap Dispensers - At minimum, soap dispensers shall be filled to within 2" of the top with foam (preferred) or liquid soap when there is 15% of product left (most dispensers have been converted to foam). Soapbox cartridges shall be replaced prior to becoming empty. The dispensers and adjacent surfaces shall be wiped with a germicidal detergent to remove fingerprints and smudges. The device shall be checked after filling for proper operation, and inoperable devices shall be reported daily. The wall and floor area under soap dispensers shall be cleaned of all soap residues.
- 16.5 Waste Receptacles - All waste receptacles and feminine product receptacles shall be emptied. Emptying includes removing the liner and disposing of it. The inside, outside, and housing of the receptacles shall be cleaned with a germicidal cleaner.
- 16.6 Counter Tops and Sinks - Completely clean and disinfect all exposed surfaces of the sink. A non-abrasive cleaner shall be used on the exposed hardware. The cleaning includes the drying and polishing of all exposed hardware. After cleaning, the fixture shall present a clean, bright and shiny appearance and shall be free of all visible soil, streaks, oily smudges, residue of cleaning agents, etc. All metal hardware, such as faucet valves, drain, and faucets, shall be free of streaks, spots, stains, etc. Inoperable or broken fixtures shall be reported daily to supervisors. Different cloths, sponges, brushes, and scouring pads shall be used to clean the sinks than the ones used for cleaning the toilets and urinals.
- 16.7 Diaper Changing Stations and Other Surfaces - Remove all surface litter such as paper towels, etc. Using a treated duster, remove all loose dust and soil from the tops of lockers, cabinets, etc. Dust other flat surfaces with a cloth or sponge dampened in a germicidal detergent solution. Dusting shall be accomplished by the complete removal of soil from the area - this includes the dispensers.
- 16.8 Walls, Partitions, and Doors - Clean the partition walls, partition doors, and walls surrounding the urinals and toilets. Remove any nonpermanent stains, spots, and streaks using a cloth/sponge dampened with a germicidal detergent solution. This also includes the light switches, and doors, and any of the walls within the restroom. After cleaning the walls, they shall be free of fingerprints, smudges, grease, soil, mildew, or stain.
- 16.9 Graffiti - Remove any graffiti located in the restroom to the extent feasible and report the graffiti to Contractor's supervisor who will, in turn, report the graffiti to the Site Representative.
- 16.10 Shower Walls and Shower Floors - Wash shower walls, curtains, shower floors, and bathtub areas using an approved germicidal cleaner. Clean the shower

drains. After washing, the walls, curtains, and floors shall be free from stains, soap scum, and mildew and shall have a clean and disinfected appearance.

- 16.11 Floors - Prior to mopping, any mats shall be lifted to remove soil underneath, and the floor surface shall be vacuumed for removal of loose dirt and soil. Mop the floor with a germicidal detergent solution, using a non-abrasive mop (no metal or plastic). After mopping, the floor shall have a uniform appearance free of hair, spots, spills, stains, dirt, oily film, mop strings, etc. Mats shall be disinfected with a germicidal detergent solution. Any mats removed shall be replaced, with the surface dry prior to replacement.
- 16.12 Floor Drains - Remove all built up deposits, embedded hairs, etc., from the grate and neck of the drain. Replace the grate properly. Clean the inside of the drain by pouring at least one gallon of 50/50 mixture of clean water/disinfectant through the drain.
- 16.13 Mirrors - Remove soil, streaks, smudges, film etc., from the surface of the mirrors. The frame of the mirror and shelves and other adjacent areas also shall be cleaned.
17. Vertical/Horizontal Blinds - Dust all vertical and horizontal blinds with a treated cloth or yarn duster. A properly dusted blind shall be free of all dust, dirt, lint, and cobwebs.
18. A/C Supply Vents, Returns, and Exhaust Fan Grills - Clean all particles from vents and wall or ceiling area adjacent to the vent. This is very important for indoor air quality.
19. Dusting - Dust all surfaces, including windowsills, banisters, handrails, ledges, pictures, plaques, cubicle wall tops, door tops, tops and sides of bookshelves and cabinets, etc., with a treated microfiber cloth or yarn duster up to 80 inches from the floor. Public computers in all library buildings are included for dusting. Dusting shall NOT be done on the following surfaces: employees' desks, employees' computers, and shelving within a bookcase.
20. Non-Carpeted Floors - Wet-mop 100% of floor areas on a weekly basis. Floor shall be swept or vacuumed first to remove all surface litter such as paper, gum, rubber bands, paper clips, staples, etc.
21. Storage Areas/Closets - Sweep non-carpeted floors and vacuum carpeted floors to remove all debris. Damp mop non-carpeted floors, removing all marks and dirt.
22. Mop Heads - Mop heads need to be non-abrasive (no metal or plastic). Replace mop heads at least weekly with new mop heads. Old dirty mop heads shall be removed from the building and discarded. Use of reusable, washable microfiber mops is encouraged.

## **B. Monthly Services**

1. Furniture - Vacuum all cloth furniture. Removable cushions shall be lifted and vacuumed underneath. Wipe down all vinyl and hard surfaces with a damp cloth.
2. Outside lights - Clean outside lights attached to building exteriors (up to a height of 15 feet) - remove cobwebs from lens covers and lamp housing.
3. Machine Scrubbing of Restroom and Locker Room Floors - All surface litter such as paper, tape, towels, etc., shall be removed before machine scrubbing. Apply the appropriate cleaning solution and allow it to stand for 5 minutes before scrubbing the surface with a floor buffer equipped with a grit brush. The deep cleaning shall remove heavy stains, mildew, and mineral deposits from the surface and grout. After scrubbing, the surface shall be rinsed thoroughly to remove all remaining detergent. Mop the floor with clean water and a clean mop. Mop excess water from the floor. Wipe all baseboards with a damp clean rag. Areas not accessible with the buffer shall be manually scrubbed with an abrasive hand pad.

## **C. Quarterly Services**

1. Specific Facilities - Individual facilities may require specialized Custodial Services. Please see descriptions below for each facility.
2. Cubicle Walls - Vacuum all cubicle walls.
3. High Dusting - Dust all surfaces between 80" and 18', including walls and ceiling tiles/vents. Remove all dust and cobwebs.
4. Woodwork - Clean and polish all woodwork. Woodwork shall be free of smudges and fingerprints and shall have a uniform appearance.

## **III. Facilities, Utilities, and Telephones Provided by the City**

- A. Facilities - The City shall provide, without cost to the Contractor, janitorial closets or a designated place in each facility. These areas shall be kept clean and neat by Contractor at all times and shall only be used for the intended use (i.e., eating may not occur nor storage of any food or personal items). Contractor will keep all of their supplies stored in their proper place when they arrive, and all products must be labeled with all proper documentation. Empty boxes, bottles, containers, etc., shall be properly discarded (including recycling, where appropriate). Mop buckets shall be emptied and cleaned, and mops shall be washed out, before storing in the designated janitorial space. Mop heads shall be replaced at a minimum of once a week to prevent odors.
- B. Utilities - The City shall furnish all utilities to Contractor at existing outlets. Any modifications to existing outlets for Contractor's convenience shall be at Contractor's expense. Prior written approval for any alteration shall be obtained from the Site Representative.
- C. Telephones - The City telephone policy limits use of its telephone extensions on the City system to calls relating to City business. Contractor shall ensure that employees observe



this policy. The costs of unauthorized telephone usage, which can be directly attributed to an employee of Contractor, shall be the responsibility of the Contractor.

#### **IV. Chemical Supplies, Sanitary Supplies, and Equipment Provided by Contractor**

- A. Chemical Supplies - Must meet and are guaranteed by the manufacturer to equal or surpass the test methods developed by the American Society of Testing Material (ASTM) for chemicals to be used in public buildings. This list is not inclusive, but the minimum standards required: carpet spot remover/cleaner, disinfectants, germicide, mild detergent, metal cleaner/polish, furniture polish, bathroom deodorizers, and graffiti cleaner. Contractor must provide and maintain an SDS binder at each location.
- B. Sanitary Supplies to be provided by Contractor for all facilities.
1. Toilet paper 4 ½" x 4 ½", 2-ply, 500 sheets per roll, white (at least 10% recycled content).
  2. Jumbo tissue 2-ply, white, properly sized for installed dispensers (at least 10% recycled content).
  3. Hand towels properly sized for installed dispensers with a minimum tensile strength of 15 in both directions.
  4. Multi-fold 9 ¼" x 9 ½", 250 per package.
  5. Single-fold 9 ½" x 10 5/8", 250 per package.
  6. Narrow-fold 9 ½" x 9 ½", 250 per package.
  7. C-Fold 10 ¼" x 13 ¼", 250 per package.
  8. Roll Towels - 8" x 800'.
  9. Perforated 9" x 11", 2-ply, 250 sheets per roll.
  10. Non-perforated sized for installed dispenser.
  11. Toilet Seat Covers sized for installed dispensers.
  12. Hand Soap - pH balanced; biodegradable; skin cleaner, effective against a wide range of microorganisms; containing no alcohol or triclosan; 800 ml or equivalent sized for installed dispenser.
  13. Waste can liners - high-density poly; clear plastic.
  14. Menstrual products - Aunt Flow Organic Products - pads and tampons - East Flagstaff Library only.
  15. Contractor shall maintain a minimum of one (1) week's supply of all paper supplies in all facilities at all times during the life of the Contract that can be utilized by City personnel for the purpose of restocking the facilities' dispensers.
  16. The City reserves the right to change these specifications, including installed dispensers, and supply list designated in the scope of work throughout the life of the contract. All cleaning and paper products shall be billed separately from custodial services for each location. Billing shall contain line item costs including unit of measure, unit price and taxes, no lump sum bills.
- C. Equipment
1. Contractor shall provide all necessary equipment to perform the tasks for each facility as identified in this Scope of Work. The City will provide a custodial closet with charging capabilities at each location. The City is not responsible for damaged equipment while service is being provided.

2. Custodial staff shall wear an appropriate company uniform while on-site. The uniform must include the company name and logo, and employees must wear a photo ID badge. Uniforms shall be in clean and in good conditions without holes or tears.
3. There are no restrictions on the equipment to be used for custodial services for the City. The City reserves the right to request that equipment not be used if found that it does not perform the task up to standard or causes damage to any part of the building. Energy efficient shall be used whenever possible.

## **V. Reporting Responsibilities**

### **A. Contractor Reporting Responsibilities**

1. Any issues noticed by the Contractor Representative within any of the serviced facilities regarding broken or damaged City property, unsatisfactory cleaning, or security issues will be reported immediately to the Site Representative and/or City Representative at the time of incident. Contractor will have designated individual/s on-call in order to address and resolve cleanliness-related issues quickly and efficiently.
2. Weekly written reports of broken or damaged City property will be submitted to the Site Representative via email by end of day each business week. These reports must also include any employee or facility-related incidents that occurred during that time frame, listing the employee/s involved, building, date/time, and nature of the incident.
3. Monthly written reports of any cleaning-related issues will be submitted to the Site Representative via email within five (5) business days of the last day of the previous month. These reports will include time and date of notification, building location, a description of the issue, and the steps taken to resolve the issue, including any recommendations for avoiding the issue in the future, such as increasing frequency of service, number of staff assigned, adjustments to equipment to be used, or any other resolution that the Contractor may identify.

### **B. City Reporting Responsibilities**

1. Any issues identified verbally, subsequently followed by an email, by the Site Representative and/or City Representative within any of the serviced facilities regarding broken or damaged City property, unsatisfactory cleaning, or security issues will be reported immediately to the Contractor Representative.
2. Within twenty-four (24) hours from receipt of the email from the City, Contractor will provide a written response identifying: (a) how; (b) who; and (c) when, the issue will be resolved.

## EXHIBIT A.2

### FACILITY-SPECIFIC SCOPE OF WORK

#### I. GENERAL INFORMATION REGARDING FACILITIES

Pinnacle Janitorial, Inc. is responsible for providing Custodial Services at the following facilities:

1. Cinder Lake Landfill Admin Building
2. City Hall
3. City Prosecutor's Office
4. Downtown Library
5. East Flagstaff Library
6. Flagstaff Aquaplex
7. Hazardous Products Center (located at Cinder Lake Landfill)
8. Mogollon Building
9. Municipal Court
10. Rio De Flag Water Treatment Facility
11. USGS (Four buildings)
12. Wildcat Hill Water Treatment Facility

#### II. SPECIFIC INFORMATION REGARDING FACILITIES

- A. If there are conflicts between the Facility-Specific Scope of Work and the Custodial Services – Proposal and Frequency Form, the requirements of the Facility-Specific Scope of Work prevail.

##### 1. CINDER LAKE LANDFILL ADMINISTRATIVE BUILDING

Address: 6770 E. Landfill Rd.

Specs: Approx. 2,550 square feet.

Hours Available to Render Services: Between 7:00 a.m. and 5:00 p.m.

Duties: Perform Basic Services: 1 day/week.

##### 2. CITY HALL

Address: 211 W. Aspen Ave.

Specs: Approx. 50,100 square feet of which 4,000 square feet is the lobby floor.

Hours Available to Render Services: Between 5:00 p.m. and 6:00 a.m.

Duties:

- 2.1. Perform Basic Services: Monday through Friday (5 days/week).
- 2.2. If City Hall is open on Saturday and Sunday, Contractor will be required to clean lower restrooms and lobby areas on Sunday evenings, as directed by Facilities Management.
- 2.3. The lobby floor shall be dusted and wet mopped only. Buffing shall be done once a week.

- 2.4. The following rooms are excluded from this contract: Server Room, UPS Room, Telephone Room, Electrical Panel Rooms, Mechanical Rooms, Vaults (Safe) Rooms, Locked Storage Rooms, Human Resources Office, Community Investment Offices, Cashier's Office, Payroll Supervisor's Office, and Payroll Specialist's Office.
- 2.5. The Contractor will be required to modify or reschedule and/or restrict cleaning activities so as not to disrupt City Council meetings. The Contractor may not conduct cleaning activities in the City Council Chambers, Council Conference Room, and the Staff Conference Room on Tuesdays when Council is in session. The Contractor will be notified in advance by the Site Representative and/or Facilities Superintendent if there are changes to the schedule.
- 2.6. City Hall will not require paper products or cleaning chemicals provided by the Contractor.
- 2.7. Contractor shall notify the Site Representative via email when supply items are running low in order to keep continuity of cleaning schedule.

### **3. CITY PROSECUTOR'S OFFICE (2ND Floor)**

Address: 101 W. Cherry Ave.

Specs: Approx. 50,000 square feet (includes Prosecutor's office).

Hours Available to Render Services: 5:00 p.m. – 6:00 a.m.

Duties:

- 3.1. Staff working at this facility must obtain and pass a background check. Individuals with active cases at the Flagstaff Municipal court are not eligible to clean this facility.
- 3.2. Perform Basic Services: Monday – Friday (seven days/per week); all other services in accordance with the Custodial Services – Proposal and Frequency Form.

### **4. DOWNTOWN LIBRARY**

Address: 300 W. Aspen Ave.

Specs: Approx. 34,000 square feet.

Hours Available to Render Services:

Between 9:00 p.m. and 8:00 a.m. Monday – Thursday.

Between 6:00 p.m. and 8:00 a.m. Friday – Sunday.

Duties:

- 4.1. Perform Basic Services: Monday through Friday (7 days/week).
- 4.2. Restrooms shall be scheduled for a second cleaning, shift two, between the hours of 12:30 p.m. and 3:00 p.m. Requires on-call day porter services as needed.
- 4.3. Wipe down Privacy on Demand (POD) and vacuum floor as needed.

- 4.4. Clean staff stairway into underground garage as needed (~1x weekly).
- 4.5. Wipe down outside benches in the courtyard entrance area (weather-permitting).
- 4.6. \*\*For Security Purposes, Contractor will not have access to the IT department in the Downtown Library and are not responsible for cleaning this secured area.
- 4.7. \*\*RECEPTACLE LOCATION: Waste and recycling bins are often placed in locations to encourage the proper disposal of materials. Receptacles are to be returned to original location and/or location indicated on the facility map, if provided. This includes all interior bins and the TWO exterior bins in the front of the facility on the Library Plaza.

## **5. EAST FLAGSTAFF LIBRARY**

Address: 3000 N. Fourth Street, Suite 5.

Specs: Approx. 11,000 square feet.

Hours Available to Render Services:

Between 9:00 p.m. and 8:00 a.m. Monday – Thursday.

Between 6:00 p.m. and 8:00 a.m. Friday – Sunday.

Duties:

- 5.1. Perform Basic Services: Monday through Sunday (7 days/week).
- 5.2. Restrooms shall be scheduled for a second cleaning, shift two, between the hours of 12:30 p.m. and 3:00 p.m. Requires on-call day porter services as needed.
- 5.3. Dust and sanitize all bookshelves in main library area which are 5' tall or under, weekly.

## **6. FLAGSTAFF AQUAPLEX**

Address: 1702 N. 4th St.

Specs: Approx. 41,000 square feet.

Hours Available to Render Services:

Between 10:00 p.m. and 6:00 a.m. Monday – Friday.

Between 9:00 p.m. and 6:00 a.m. Saturday.

Duties:

- 6.1. Perform Basic Services: 6 days/week, 311 days a year, closed on Sundays, Thanksgiving day, and Christmas day. Requires on-call day porter services as needed.
- 6.2. Contractor must coordinate with facility staff, as private facility rentals may require later cleaning hours or changes in daily duties based on rental preparations and setup.
- 6.3. The following areas of the facility are to be cleaned:

**Grand Gallery**

Front Desk  
Game Room  
Climbing Wall area  
Lounge area

**Main Floor Hallways**

Gallery to Gym  
Aquatic area to west back door

**Gallery Restrooms**

**Community Meeting Room**

Large Room  
Room divider  
Kitchen

**Locker Rooms**

Women’s Locker Room  
Men’s Locker Room  
Cabanas (6)  
Aquatic Hallways

**Babysitting**

Main room  
Restroom

**Gym**

**Administrative Area**

Community Events area  
Hallways & Common area  
Staff Break Room  
Offices

**Fitness Floor**

Indoor Track  
Fitness Overlook  
Exercise area (excluding equipment)  
The Movement Studio (aerobic room)

- 6.4. Contractor is not responsible for cleaning the aquatic area of the facility, recreation supply storage closets, the Maintenance room, the Telecom room, or the interior Counting room.
- 6.5. Contractor is not responsible for cleaning soft-lined items in the Babysitting room.
- 6.6. The Administrative offices only shall be cleaned Monday through Friday. All remaining Administrative areas are to be cleaned as stated on the Custodial Services – Proposal and Frequency Form.
- 6.7. Custodial closets will be shared with facility staff, which will be performing minor cleaning and maintenance throughout the open hours of operation. All products must be labeled with proper documentation for all.
- 6.8. This facility will be used by infants, children, and youth, who may be present during scheduled cleaning hours. The Contractor is responsible for maintaining up to date background checks and fingerprint information on his/her employees. Background checks and fingerprints will reside with the Contractor; however, the City reserves the right to conduct further background checks should the need arise.

6.9. Flooring shall be cleaned per industry standards. The approximate square footage of the flooring type(s) is as follows:

<u>FLOOR TYPE</u>	<u>ROOMS</u>	<u>APPROX SQ. FOOTAGE</u>
Carpet	Offices, Gallery, Fitness Halls	11,300
Epoxy Flooring	Locker Rooms, Cabanas	3,000
Linoleum	Party Room, Babysitting	900
Rubber	Gym, Track, Free Weights, Climbing Wall	13,000
Tile	Restrooms, Gallery, Elevator	5,500
VCT	Storage Rooms	1,800
Wood	Aerobics and The Movement Studio	3,300
Not in Contract	Pool, Mechanical, Electrical, Phone Rms	12,600

**7. HAZARDOUS PRODUCTS CENTER**

Address: 6770 E. Landfill Rd.

Specs: Approx. 1,000 square feet (office and bathroom portion only).

Hours Available to Render Services: Between 9:00 a.m. – 3:00 p.m. HPC may be locked, and an onsite operations team member may provide access upon arrival during the below listed days and hours.

Duties:

7.1. Perform Basic Services: One day/per week -- Monday, Wednesday, or Friday.

7.2. Facility warehouse area will not be cleaned by custodial services; bathroom, and office area only.

**8. Mogollon Building (Sustainability)**

Address: 419 N. Mogollon.

Specs: Approx. 2,838 square feet.

Hours Available to Render Services:

Between 8:00 p.m. and 8:00 a.m. Monday – Thursday.

Between 6:00 p.m. and 8:00 a.m. Friday – Sunday.

Duties:

8.1. Perform Basic Services: Monday through Sunday (2 days/week) a minimum of every other day.

8.2. Sanitize restrooms.

8.3. Dust and sanitize surfaces.

8.4. Clean glass of entry way.

## **9. MUNICIPAL COURT**

Address: 101 W. Cherry Ave.

Specs: Approx. 50,000 square feet (includes Prosecutor's office).

Hours Available to Render Services: 5:00 p.m. – 6:00 a.m.

Duties:

- 9.1. Staff working at this facility must obtain and pass a background check. Individuals with active cases at the Flagstaff Municipal court are not eligible to clean this facility.
- 9.2. Perform Basic Services: Monday – Friday (five days/per week); all other services in accordance with the Custodial Services – Proposal and Frequency Form.
- 9.3. The following areas of the facility are to be cleaned as according to the Custodial Services – Proposal and Frequency Form: Stairwells, Main Lobby, Courtrooms 1-5, employee lunchroom, holding cells & restrooms, visitation rooms, hallways, etc.

## **10. RIO DE FLAG – Operations Building**

Address: 600 Babbitt Way.

Specs: 1 office – 200 sq. ft. and the Atrium (conference room) at 680 sq. ft.

Hours Available to Render Services: Between 9:00 a.m. – 3:00 p.m. Office location may be locked; an onsite operations team member may provide access upon arrival during the below listed days and hours.

Duties:

- 10.1. Three days/per week -- Monday, Wednesday, and Friday.
- 10.2. SCADA and server rooms will not be accessed by custodial staff. These rooms will be labelled by water services staff.
- 10.3 Building accessed via key fob.
- 10.4 Custodial closet with charging capability available.

## **11. U. S. Geological Survey (USGS)**

Address: 2255 N. Gemini Dr.

Specs and Hours Available to Render Services:

- USGS BUILDING 3: Approximately 15,653 square feet. Between 5:00 p.m. and 6:00 a.m. Clean Monday through Friday.
- USGS BUILDING 4: Approximately 29,970 square feet. Between 5:00 p.m. and 6:00 a.m. Clean Monday through Friday.
- USGS BUILDING 5: Approximately 11,250 square feet. Between 5:00 p.m. and 6:00 a.m. Clean Monday through Friday.
- USGS BUILDING 6: Approximately 27,940 square feet. Between 5:00 p.m. and 6:00 a.m. Clean Monday through Friday.



Duties:

- 11.1. Perform Basic Services: These are secure facilities and will require security access to the facility. USGS will provide the contractor key FOB access to each building.
- 11.2. There is training which City Staff shall provide to the Contractor regarding the requirements on the access of their employees into and working around the USGS Campus.
- 11.3. All employees of Contractor working on USGS facilities may be required to undergo a background check per the Department of Homeland Security.
- 11.4. Contractor will be responsible for maintaining up to date background checks on his/her employees. Background checks will reside with the Contractor; the City reserves the right to conduct further background checks should the need arise.
- 11.5. Contractor is responsible for the purchase of cleaning products and paper products for this facility. All costs will be reimbursed monthly with receipt attached.

**12. Wildcat Hill Water Treatment Facility (Operations and Maintenance)**

Address: 2800 N. El. Paso Flag Rd.

Specs: Approx. 507 sq. ft – 3 offices, 2 upstairs, 1 downstairs, and a conference room at 250 sq. ft.

Hours Available to Render Services: Between 9am - 3pm. Office location may be locked and a key may need to be provided. However, an onsite operations team member can provide access upon arrival during the above listed days and hours.

Duties:

- 12.1 Perform Basic Services: Three times/ week – Monday, Wednesday, Friday
- 12.2 SCADA and server rooms will not be accessed by custodial staff. These rooms will be labelled by water services staff.
- 12.3 Building accessed via key fob.
- 12.4 Custodial closet with charging capability available

**EXHIBIT A.3**

**PROPOSAL AND FREQUENCY FORM  
(Attached)**

**Solicitation for: Custodial Services RFP#2024-26**  
**Closing Date and Time: January 19, 2023 at 3:00pm**

# PINNACLE

— BUILDING SERVICES —

## Request for Proposal

### CONTACT INFO

-  Fady Ebeid, CEO
-  (818) 356-5046
-  [fady@pinnacleflag.com](mailto:fady@pinnacleflag.com)
-  2202 N 1st,  
Flagstaff, AZ 86004
-  Available 24/7

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**CITY HALL**

Minimum # of staff  
required for each  
visit: **4**

FREQUENCY TASK LIST				
BASIC SERVICES	PER DAY	SEMI-WEEKLY	WEEKLY	LUMP SUM
<b>Floors/Carpeted (all areas)</b>				
Vacuum all carpet (under desks, tables, chairs)			X	
Vacuum traffic areas	X			
Spot clean carpet (as needed or as found)	X			
<b>Floors/Non-Carpeted</b>				
Dry Mop	X			
Wet Mop	X			
<b>Concrete Stair Wells</b>				
Concrete stair wells, sweep/mop			X	
Concrete stair wells, pick up large debris	X			
<b>Doors</b>				
Clean all glass doors and side glasses	X			
<b>Stainless Steel</b> - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).			X	
<b>Stairs, Stair Landing, Walks &amp; Hallways</b>				
Sweep or vacuum (if carpeted)	X			
Wet Mop			X	
<b>Vents</b> - Exhaust Dust			X	
<b>Handrails Stairs and Bridge to Restrooms-</b> Disinfect, spray and wipe all wood handrails				
	X			
<b>Tables/Surfaces</b> - (Ledges / Countertops) - Clean and disinfect				
	X			
<b>Payphone Area and Elevator</b>				
Disinfect and clean all buttons and handicap buttons (spray and wipe)	X			
Wet Mop	X			
<b>File Cabinets and Card Files</b> - Dust			X	
<b>Water Fountains</b> - Clean and Disinfect				
	X			
<b>Wastebaskets</b> - Empty (change liners as needed)				
	X			
<b>Trash &amp; Recycle Containers</b>				
Trash - Empty and replace liner as needed	X			
Recycling - Empty. Do not use plastic liners in employee offices	X			
<b>Dusting</b> - High dusting (6ft to 20 ft)			X	
<b>Dusting</b> - Low dust (to 6 foot height)			X	

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**CITY HALL**

FREQUENCY TASK LIST				
BASIC SERVICES	PER DAY	SEMI-WEEKLY	WEEKLY	LUMP SUM
<b>Rest Rooms</b>				
Clean floor drain cover add deodorizer	X			
Clean and sanitize stalls, commodes and urinals	X			
Clean mirrors and shelves	X			
Wash urinals, walls surrounding urinal & toilet partitions	X			
Clean sinks and chrome, fill soap dispensers	X			
Clean and fill napkin disposal and change liner	X			
Wet mop and disinfect	X			
Fill toilet paper dispenser	X			
Spot clean walls, pipe fixtures	X			
Clean walls			X	
Empty trash containers	X			
Fill and damp clean seat cover dispenser	X			
Damp clean exterior of trash container			X	
Treat all floor drains - 1 gallon of water and disinfect	X			
<b>Employee Lunchrooms, Kitchens, Lounges, Council Conference Rooms, Lobbies and Hallways</b>				
<b>Sand Urns - Empty</b>	X			
<b>Refrigerator - Clean exterior (damp cloth)</b>			X	
Clean chairs with damp cloth			X	
Empty Wastebaskets (and change liners as needed)	X			
Clean ledges, counter tops, appliance and furniture (damp cloth)	X			
Clean tables	X			
Vacuum carpet thoroughly	X			
Clean sinks	X			
Damp clean exterior of trash container			X	
Floors, mop and disinfect	X			
<b>Microwave &amp; Toasters</b>				
Clean Interior and Exterior	X			
<b>TOTAL BASIC SERVICES</b>				<b>\$6,430.00</b>

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**CITY HALL**

10		
<b>MONTHLY SERVICES</b>	<b>MONTHLY</b>	<b>LUMP SUM</b>
<b>Windows</b> - Entrance glass & slanted glass - Clean	X	\$70.00
<b>Doors</b> - Clean all non-glass doors & door jams	X	\$60.00
Clean all office glass panels next to doors	X	\$55.00
<b>Dusting (Spray and Wipe)</b>		
Windows - Blinds	X	\$60.00
Vents/Exhaust	X	\$40.00
High dust (above 6 feet to 20 feet)	X	\$60.00
Remove all cobwebs	X	\$40.00
<b>Floor Mats</b> - Wash	X	\$50.00
<b>Rest Rooms</b>		\$50.00
Disinfect and clean all walls	X	
<b>Floors - Lobby First Floor, Hallways and Breakrooms</b>		
Buff	X	\$40.00
<b>TOTAL MONTHLY SERVICES</b>		<b>\$525.00</b>

<b>COST SUMMARY</b>				
<b>SERVICE</b>	<b>FREQUENCY</b>	<b>UNIT COST</b>	<b>ESTIMATED HOURS PER SERVICE</b>	<b>EXTENDED PRICE</b>
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$6,430.00	10	\$77,160.00
Monthly Services	12-MONTHS - Times 12	\$525.00	20	\$6,300.00
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>				<b>\$83,460.00</b>

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**CITY HALL**

<b>AS REQUESTED SERVICES</b>		
		<b>LUMP SUM</b>
<b>Windows</b> - Interior and Exterior		\$26.50 per man hour
<b>Doors</b> Oil all non-glass doors		\$26.50 per man hour
<b>Dusting</b> All exposed beams		\$26.50 per man hour
<b>Refrigerator</b> - Defrost and clean		\$26.50 per man hour
<b>Floors/Non-Carpeted</b> <b>Weekly Buffing</b>	X	.45 per a square ft
<b>Strip, Wax and Buff</b> - Note: This does not apply to the wood floor in the lobby of City Hall		.45 per a square ft
Cement floors, strip and seal		.45 per a square ft
<b>Lights</b> - Clean (wash fixtures & bulbs)		\$26.50 per man hour
<b>Floors/Carpeted</b> Spot clean carpet		\$26.50 per man hour
<b>Shampoo Carpets</b> - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		.22 per square ft
Concrete stair wells, sweep/mop		\$26.50 per man hour
<b>Desks</b> - Cleaning/Waxing of desks		\$26.50 per man hour
<b>Walls</b> - Spot clean		\$26.50 per man hour
<b>Sofas, Chairs, office chairs, Council Chambers &amp; Conference areas</b> Clean and dust		\$26.50 per man hour
<b>Windows</b> Interior		\$1,115.00
Exterior		\$2,350.00
<b>Sofas, Chairs, office chairs, Council Chambers &amp; Conference areas</b> -		

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**CITY HALL**

<p><b>Shampoo - Note:</b> The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.</p>		<p>\$26.50 per man hour</p>
--	--	-----------------------------



**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**MILLIGAN HOUSE**

Minimum # of staff  
required for each

visit: Determined by  
Contractor

BASIC SERVICES	FREQUENCY		
	PER DAY	WEEKLY	LUMP SUM
<b>Floors/Carpeted</b>			
Vacuum all carpet (under desks, tables, chairs)	X		
Remove debris and vacuum traffic areas	X		
Spot clean carpet (as requested)	X		
<b>Floors/Non-Carpeted</b>			
Dry Mop	X		
Wet Mop	X		
Concrete stair wells, sweep/mop (as requested)	X		
<b>Doors</b>			
Clean all glass doors and entrance side glasses	X		
<b>Stainless Steel</b> - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).		X	
<b>Stairs &amp; Exterior Walks</b>			
Vacuum	X		
Wet Mop		X	
<b>Vents</b> - Exhaust		X	
<b>Sofas, Chairs, office chairs &amp; Conference areas</b>			
Vacuum upholstery		X	
<b>Tables</b> - Clean	X		
<b>File Cabinets and Card Files</b> - Dust	X		
<b>Wastebaskets</b> - Empty (change liners as needed)	X		
<b>Trash &amp; Recycle Containers</b>			
Empty (change liner as needed)	X		
<b>Ledges and Counter Tops</b> - Damp clean and polish	X		
<b>Dusting</b> - Low dust (to 6 foot height)		X	
<b>Rest Rooms</b>			
Clean floor drain cover		X	
Clean and sanitize stalls, commodes and urinals	X		
Clean mirrors and shelves	X		
Wash urinals, walls surrounding urinal & toilet partitions	X		
Clean sinks and chrome, fill soap dispensers	X		
Clean and fill napkin disposal and change liner	X		
Wet mop and disinfect	X		
Fill toilet paper dispenser	X		
Spot clean walls, pipe fixtures	X		
Clean walls		X	
Empty trash containers	X		
Damp clean exterior of trash container	X		
Treat all floor drains - 1 gallon of water and disinfect	X		

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**MILLIGAN HOUSE**

BASIC SERVICES	FREQUENCY		
	PER DAY	WEEKLY	LUMP SUM
<b>Employee Lunchrooms, Kitchens, Lounges, Conference Rooms, Lobbies and Hallways</b>			
Refrigerator - Clean exterior (damp cloth)		X	
Empty Wastebaskets (and change liners as needed)	X		
Clean ledges and counter tops (damp cloth)	X		
Vacuum carpet thoroughly	X		
Clean sinks	X		
Damp clean exterior of trash container	X		
Floors, mop and disinfect	X		
<b>Microwave</b>			
Exterior	X		
Interior		X	
<b>Outside Foyer - Dry Mop</b>		X	
<b>TOTAL BASIC SERVICES</b>			<b>\$580.00</b>

MONTHLY SERVICES	FREQUENCY	
	MONTHLY	LUMP SUM
<b>Doors</b>		
Clean all non-glass doors & door jams	X	\$19.00
Clean all glass panels next to doors	X	\$8.00
<b>Dusting</b>		
Windows - Blinds	X	\$32.00
Vents/Exhaust	X	\$8.00
Book and Magazine Shelves	X	\$8.00
High dust (above 6 feet)	X	\$17.00
Remove all cobwebs	X	\$8.00
<b>Rest Rooms</b>		
Disinfect walls	X	\$24.00
<b>TOTAL MONTHLY SERVICES</b>		<b>\$124.00</b>

COST SUMMARY				
SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$580.00	2	\$6,960.00
	12-MONTHS - Times 12	\$124.00	7	\$1,488.00
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>				<b>\$8,448.00</b>

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**MILLIGAN HOUSE**

<b>AS REQUESTED SERVICES</b>		
<b>Windows</b>		
Interior		\$140.00
Exterior		\$170.00
<b>Sofas, Chairs, office chairs &amp; Conference areas</b>		
<b>Shampoo - Note:</b> The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		.22 per square ft
<b>Doors</b>		
Oil all non-glass doors		\$16.00
<b>Dusting</b>		
Beams		\$8.00
<b>Refrigerator - Defrost and clean</b>		\$70.00
<b>Floors/Non-Carpeted</b>		
Strip, Wax and Buff		45 cents a square fett
Cement floors, strip and seal		45 cents a square fett
<b>Lights - Clean (wash fixtures &amp; bulbs)</b>		\$26.5 per man hour
<b>Floors/Carpeted</b>		
Spot clean carpet		\$26.50 per man hour
<b>Shampoo Carpets - Note:</b> Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		
Concrete stair wells, sweep/mop		\$26.50 per man hour
<b>Desks - Cleaning/Waxing of desks</b>		\$26.50 per man hour
<b>Walls - Spot clean</b>		\$26.50 per man hour
<b>Sofas, Chairs, office chairs &amp; Conference areas</b>		
Clean and dust		\$26.50 per man hour

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**LIBRARY**

Minimum # of staff required

for each visit: **3**

BASIC SERVICES	FREQUENCY			LUMP SUM
	DAILY	SEMI-WEEKLY	WEEKLY	
<b>Floors/Carpeted</b>				
Vacuum all carpet (under desks, tables, chairs)		X		
Remove debris and vacuum traffic areas	X			
<b>Floor/Non-Carpeted</b>				
Dry Mop	X			
Wet Mop	X			
Concrete stair wells, sweep/mop		X		
<b>Doors</b>				
Clean all glass doors to include emergency exits, (inside and outside)	X			
Clean all glass panels next to doors	X			
<b>Stainless Steel</b> - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).			X	
<b>Stairs, Stair Landings, Exterior Walks (all pathways and loading docks)</b>				
Sweep or vacuum 10 ft. from entrance drs.	X			
Wet Mop Interior paths			X	
<b>Sofas, Chairs, office chairs &amp; Program areas</b> - Clean and Dust				
Vacuum upholstery - Public Area			X	
<b>Tables</b> - Clean	X			
<b>File Cabinets and Card Files</b> - Dust		X		
<b>Water Fountains</b> - Clean and Disinfect	X			
<b>Trash &amp; Recycle Containers</b>				
Empty (change liners as needed)	X			
Empty pencil sharpeners			X	
<b>Book and Magazine Shelves</b> - Dust			X	
<b>Display Case Glass</b> - Clean	X			
<b>Ledges, Counters and Circulation Desks</b>				
Clean and polish	X			
<b>Lockers</b> - Clean (damp cloth)			X	
<b>Dusting</b> - Low dust (to 6 foot height)			X	
<b>Rest Rooms</b>				
Remove waterless urinal cartridges and clean			X	
Clean floor drain cover			X	
Clean and sanitize stalls, commodes and urinals	1,2			
Clean mirrors	1,2			

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**LIBRARY**

<b>BASIC SERVICES</b>	<b>FREQUENCY</b>			<b>LUMP SUM</b>
	<b>DAILY</b>	<b>SEMI- WEEKLY</b>	<b>WEEKLY</b>	
Wash urinals, walls surrounding urinal & toilet partitions	1,2			
Clean sinks and fixtures, fill soap dispensers	1,2			
Clean and fill napkin disposal and change liner	1,2			
Wet mop and disinfect	1,2			
Fill toilet paper dispenser	1,2			
Spot clean walls, pipe fixtures	1,2			
Clean walls			X	
Empty trash containers and change liners	1,2			
Fill and damp clean seat cover dispenser	1,2			
Damp clean exterior of trash container	1,2			
Clean all kick plates & door fixtures	1,2			
Treat all floor drains - 1 gallon of water and disinfect (not bleach)	1,2			
<b>Employee Lunchrooms, Kitchens, Lounges, Conference Rooms, Lobbies and Hallways</b>				
Clean chairs with damp cloth			X	
Empty Wastebaskets and change liners	X			
Clean ledges and counter tops (damp cloth)	X			
Clean tables	X			
Vacuum carpet thoroughly	X			
Clean sinks	X			
Damp clean exterior of trash container	X			
<b>Microwave</b>				
Exterior	X			
Interior			X	
<b>Refrigerators (wipe down outside)</b>			X	
<b>TOTAL BASIC SERVICES</b>				<b>\$4,980.00</b>

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**LIBRARY**

MONTHLY SERVICES	FREQUENCY	
	MONTHLY	LUMP SUM
<b>Doors</b>		
Clean all non-glass doors & door jams	X	\$60.00
Clean all glass panels next to doors and metal framing	X	\$55.00
<b>Dusting</b>	X	
Blinds(dusting not cleaning)	X	\$55.00
Vents/Exhaust	X	\$32.00
High dust (above 6 feet)	X	\$55.00
Remove all cobwebs	X	\$35.00
<b>Floor Mats - Wash</b>	X	\$50.00
<b>Payphones - Clean and disinfect</b>	X	\$15.00
<b>Rest Rooms</b>		
Disinfect walls	X	\$40.00
<b>TOTAL MONTHLY SERVICES</b>		<b>\$397.00</b>

COST SUMMARY				
SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$4,980.00	5.5	\$59,760.00
Monthly Services	12-MONTHS - Times 12	\$397.00	14	\$4,764.00
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>				<b>\$64,524.00</b>

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**LIBRARY**

<b>AS REQUESTED SERVICES</b>		
<b>Ledges and Counter tops - polish with</b>		\$26.5 per man hour
<b>Windows</b>		
Interior		\$2,700.00
Exterior (Screens removed for cleaning)		\$3,200.00
<b>Doors</b>		
Oil all non-glass doors		\$26.5 per man hour
<b>Dusting</b>		
Beams		\$26.5 per man hour
<b>Refrigerator - Clean</b>		\$26.5 per man hour
<b>Floors/Non-Carpeted</b>		
Wet clean all ceiling fan blades and fixtures		\$26.5 per man hour
<b>Lights - Dust all light fixtures</b>		\$26.5 per man hour
<b>Floors/Carpeted</b>		
Spot clean carpet		\$26.5 per man hour
<b>Emergency Service Call - for example: Restroom Cleanup/ physical issues</b>		\$60 per man hour
<b>Desks - Cleaning/Waxing of desks</b>		\$26.5 per man hour
<b>Walls - Spot clean</b>		\$26.5 per man hour
<b>Dusting IT area - (we prep it)</b>		\$26.5 per man hour
<b>Wet Mop, Spray and buff</b>		\$26.5 per man hour
<b>Chairs and Sofas - Vacuum upholstery staff area</b>		\$26.5 per man hour
<b>Garage and Loading Dock - Approximately 14, 000 square feet. Hosing of underground parking area. City to provide clear drain.</b>		\$45 per man hour
<b>CARPET CLEANING/SHAMPOOING</b>		
<b>Shampoo - Note:</b> The shampooing of furniture/carpets will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		20 cents a square ft

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**EAST BRANCH LIBRARY**

Minimum # of staff required for each visit: <b>2</b>	FREQUENCY			LUMP SUM
	DAILY	SEMI- WEEKLY	WEEKLY	
<b>BASIC SERVICES</b>				
<b>Floors/Carpeted</b>				
Vacuum all carpet (under desks, tables, chairs)		X		
Remove debris and vacuum traffic areas	X			
<b>Floor/Non-Carpeted (bathrooms and entry)</b>				
Dry Mop	X			
Wet Mop	X			
Concrete stair wells, sweep/mop		X		
<b>Doors</b>				
Clean all glass doors to include emergency exits, (inside and outside)	X			
Clean all glass panels next to doors	X			
<b>Stainless Steel</b> - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).			X	
<b>Exterior Walks (all pathways)</b>				
Sweep or vacuum 10 ft. from entrance drs.	X			
Wet Mop Interior paths			X	
<b>Sofas, Chairs, office chairs &amp; Program areas</b> - Clean and Dust				
Vacuum upholstery - Public Area			X	
<b>Tables</b> - Clean and polish glass	X			
<b>File Cabinets and Card Files</b> - Dust		X		
<b>Water Fountains</b> - Clean and Disinfect	X			
<b>Trash &amp; Recycle Containers</b>				
Trash - Empty and replace liner as needed	X			
Recycling - Empty. Do not use plastic liners in employee offices	X			
Empty pencil sharpeners			X	
<b>Book and Magazine Shelves</b> - Dust in			X	
<b>Display Case Glass</b> - Clean	X			
<b>Ledges, Counters and Circulation Desks</b>	X			
<b>Lockers in Teen Room</b> - Clean (damp cloth)			X	
<b>Dusting</b> - Low dust (to 6 foot height)			X	
<b>Rest Rooms</b>				
Remove waterless urinal cartridges and clean			X	
Clean floor drain cover			X	
Clean and sanitize stalls, commodes and urinals	X			
Clean mirrors	X			



**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**EAST BRANCH LIBRARY**

<b>BASIC SERVICES</b>	<b>FREQUENCY</b>			<b>LUMP SUM</b>
	<b>DAILY</b>	<b>WEEKLY</b>	<b>WEEKLY</b>	
Wash urinals, walls surrounding urinal & Clean sinks and fixtures, fill soap	X			
Clean and fill napkin disposal and change	X			
Wet mop and disinfect	X			
Fill toilet paper dispenser	X			
Spot clean walls, pipe fixtures	X			
Clean walls, removing graffiti or report to Library Manager	X			
Empty trash contrainers and change liners	X			
Fill and damp clean seat cover dispenser	X			
Damp clean exterior of trash container	X			
Clean all kick plates & door fixtures	X			
Treat all floor drains - 1 gallon of water and	X			
<b>Employee Lunchrooms, Kitchens,</b>				
Clean chairs with damp cloth			X	
Empty Wastebaskets and change liners	X			
Clean ledges and counter tops (damp cloth)	X			
Clean tables	X			
Vacuum carpet thoroughly	X			
Clean sinks	X			
Damp clean exterior of trash container	X			
Exterior (Trash container)	X			
Interior (Trash container)			X	
Refrigerators (wipe down outside)			X	
<b>TOTAL BASIC SERVICES</b>				<b>\$2,450.00</b>

<b>MONTHLY SERVICES</b>	<b>FREQUENCY</b>		<b>LUMP SUM</b>
	<b>MONTHLY</b>		
<b>Doors</b>			
Clean all non-glass doors & door jams metal framing	X		\$10.00
	X		\$12.00
<b>Dusting</b>			
Blinds(dusting not cleaning)	X		\$25.00
Vents/Exhaust	X		\$20.00
High dust (above 6 feet)	X		\$50.00
Remove all cobwebs	X		\$40.00
<b>Floor Mats - Wash</b>	X		\$25.00
<b>Rest Rooms</b>			
Disinfect walls	X		\$25.00
<b>TOTAL MONTHLY SERVICES</b>			<b>\$207.00</b>

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**EAST BRANCH LIBRARY**

<b>COST SUMMARY</b>				
SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$2,450.00	3	\$29,400.00
Monthly Services	12-MONTHS - Times 12	\$207.00	4	\$2,484.00
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>				<b>\$31,884.00</b>

<b>AS REQUESTED SERVICES</b>		
Ledges and Counter tops - polish with good wood oil		\$26.50 per man hour
<b>Windows</b>		
Interior		\$120.00
Exterior		\$135.00
<b>Doors</b>		
Oil all non-glass doors		\$110.00
<b>Dusting</b>		
Florescent Light Fixtures		\$26.50 per man hour
Refrigerator - Clean		\$26.50 per man hour
<b>Floors/Non-Carpeted</b>		
Wet clean all ceiling fan blades and fixtures		\$26.50 per man hour
Lights - Dust all light fixtures		\$26.50 per man hour
<b>Floors/Carpeted</b>		
Spot clean carpet		\$26.50 per man hour
<b>Emergency Service Call - for example: Restroom Cleanup/ physical issues</b>		\$60 per man hour
Desks - Cleaning/Waxing of desks		\$26.50 per man hour
Walls - Spot clean		\$26.50 per man hour
Wet Mop, Spray and buff		\$26.50 per man hour
Chairs and Sofas - Vacuum upholstery staff area		\$26.50 per man hour
<b>CARPET CLEANING/SHAMPOOING</b>		
<b>Shampoo - Note:</b> The shampooing of furniture/carpets will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		\$26.50 per man hour

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**VISITORS CENTER**

Minimum # of staff  
required for each

visit: Determined by  
Contractor

BASIC SERVICES	FREQUENCY TASK LIST			LUMP SUM
	SEMI-DAILY	WEEKLY	WEEKLY	
<b>Floors/Carpets</b>				
<i>Racking pulled away from the walls to complete the following:</i>				
Sweep/Wet mop	X			
Remove gum, tar, etc.	X			
Remove debris	X			
Vacuum all carpet (under desk, tables, chairs, etc.)	X			
Spot clean carpets	X			
<b>Doors</b>				
Glass cleaned	X			
Chrome handbars and kick panels shined	X			
Spot clean non-glass portions of doors & jams inside and out	X			
<b>Windows, Interior</b>				
Wipe window sills			X	
<b>Walls</b>				
Spot clean to remove handprints and smudges	X			
Spot clean baseboards	X			
<b>Water Fountains/Payphones</b>				
Clean and disinfect	X			
<b>Ledges, Lobby Tables, and Counter Tops</b>				
Damp clean and polish		X		
Dust brochure displays			X	
Retail will be stocked and cleaned by VC staff, retail cabinetry will be cleaned and polished by Custodial staff.			X	
<b>Chairs</b>				
Lobby plastic chairs and legs wiped down with wet rag		X		
Cloth chairs and benches vacuumed and legs wiped down			X	
<b>Trash &amp; Recycle Containers</b>				
Trash - Empty and replace liner as needed	X			
Recycling - Empty. Do not use plastic liners in employee offices	X			

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**VISITORS CENTER**

Wipe and disinfect - trash containers (recycling containers as needed)	X	
---	---	--

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**VISITORS CENTER**

FREQUENCY TASK LIST			
BASIC SERVICES	SEMI-		LUMP SUM
	DAILY	WEEKLY	
<b>Break room</b>			
Microwave, exterior, interior cleaned		X	
Refrigerator cleaned on outside only with damp cloth		X	
Coffee maker cleaned		X	
Counter wiped	X		
Sink scrubbed			X
Cupboard doors and handles wiped down			X
Floor thoroughly vacuumed	X		
Wastebaskets and trash containers emptied, new liner as needed	2		
Exterior of wastebaskets and trash containers wiped down	X		
<b>Restrooms</b>			
Clean and sanitize toilets, and urinals	2		
Wash walls surrounding urinal and toilets	2		
Wash and sanitize stalls inside and out			X
Wet mop and disinfect	2		
Clean mirrors and shelves	2		
Scrub and sanitize sink and countertops	2		
Wipe down and shine hand dryer	2		
Shine chrome	2		
Fill and wipe down soap dispensers	2		
Fill and wipe down toilet paper dispenser	2		
Fill and wipe down sanitary seat cover dispensers	2		
Wastebaskets and trash containers emptied; liner changed as needed	2		
Exterior of wastebaskets and trash containers wiped down	2		
Wipe down window sills	X		
Spot clean walls and exposed pipes	X		
Clean exhaust vents			X

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**VISITORS CENTER**

<b>BASIC SERVICES</b>	<b>FREQUENCY TASK LIST</b>			<b>LUMP SUM</b>
	<b>DAILY</b>	<b>SEMI-WEEKLY</b>	<b>WEEKLY</b>	
<b>Office Area</b>				
Wipe down filing cabinets			X	
Wipe clean all telephones/sanitize ear and mouthpieces	X			
Vacuum thoroughly	X			
Wastebaskets and trash containers emptied; liner changed as needed	X			
Exterior of wastebaskets and trash containers wiped down	X			
<b>Dusting</b>				
Remove all cobwebs			X	
<b>Outside Perimeter</b>				
Within 20-feet of building parameter ensure trash and cigarette butts are disposed of	X			
Sweep within 10-feet of building parameter	X			
Wipe down benches	X			
<b>Trash Containers, Exterior</b>				
Remove cigarette butts from urns	2			
Wastebaskets and trash containers emptied; liner changed as needed	X			
Exterior of wastebaskets and trash containers wiped down	X			
<b>Doors Exterior (including side glass panels)</b>				
Glass cleaned inside and out	X			
Door frames wiped down	X			
Metal plates and kick plates shined with no streaks	X			
Clean door sills	X			
Windows, Exterior			X	
Wash window sills			X	
<b>TOTAL BASIC SERVICES</b>				<b>\$4,210.00</b>

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**VISITORS CENTER**

<b>COST SUMMARY</b>				
<b>SERVICE</b>	<b>FREQUENCY</b>	<b>UNIT COST</b>	<b>ESTIMATED HOURS PER SERVICE</b>	<b>EXTENDED PRICE</b>
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$4,210.00	4.25	\$50,520.00
<b>AMOUNT</b>				<b>\$50,520.00</b>
<b>AS REQUESTED SERVICES</b>				
				<b>LUMP SUM</b>
<b>Windows, Interior</b>				
Wash low windows				\$240.00
Dust blinds				\$30.00
<b>Walls - Scrub baseboards</b>				
				\$26.50 per man hour
<b>Dusting</b>				
Pictures				\$26.50 per man hour
<b>Windows, Exterior</b>				
Wash low windows				\$300.00
<b>Windows, Interior and Exterior</b>				
Wash high windows				\$900.00
<b>Lights and Ceiling Fans</b>				
Dust ceiling lighting and fans				\$26.50 per man hour
<b>Dusting</b>				
High dusting (over 6-feet)				\$26.50 per man hour
<b>Chairs</b>				
Cloth Chairs steam cleaned				\$26.50 per man hour
<b>Floors - High pressure steam</b>				\$1,500
<b>Outside Perimeter</b>				
Power spray walkway along the front side of building				\$600

**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM**

**ParkFlag Office**

**Minimum # of staff required  
for each visit: Determined  
by Contractor**

BASIC SERVICES	FREQUENCY				LUMP SUM
	DAILY	2x WEEK	SEMI-WEEKLY	MONTHLY	
<b>Floors/Carpeted</b>					
Vacuum all carpet (under desks, tables, chairs)	X				
Remove debris and vacuum traffic areas	X				
Spot clean carpet (as requested)	X				
<b>Floors/Non-Carpeted</b>					
Dry Mop	X				
Wet Mop	X				
Concrete stair wells, sweep/mop (as requested)	X				
<b>Doors</b>					
Clean all glass doors and entrance side glasses			X		
<b>Stainless Steel</b> - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).			X		
<b>Stairs, Stair Landing, Elevator &amp; Exterior Walks</b>					
Sweep or vacuum (if carpeted)			X		
Wet Mop			X		
<b>Vents</b> - Exhaust			X		
<b>Sofas, Chairs, office chairs &amp; Conference areas</b>					
Vacuum upholstery	X				
<b>Tables</b> - Clean	X				
<b>File Cabinets and Card Files</b> - Dust	X				
<b>Water Fountains</b> - Clean and Disinfect	X				
<b>Wastebaskets</b> - Empty (change liners as needed)	X				
<b>Trash &amp; Recycle Containers</b> Empty (change liners as needed)	X				
<b>Ledges and Counter Tops</b> - Damp clean and polish	X				
<b>Dusting</b> - Low dust (to 6 foot height)	X				
<b>Patio</b> - Sweep	X				
<b>Rest Rooms</b>					
Clean floor drain cover	X				
Clean and sanitize stalls, commodes and urinals	X				
Clean mirrors and shelves	X				
Wash urinals, walls surrounding urinal & toilet partitions	X				
Clean sinks and chrome, fill soap dispensers	X				
Clean and fill napkin disposal and change liner	X				
Wet mop and disinfect	X				



**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM**

**ParkFlag Office**

<b>BASIC SERVICES</b>	<b>FREQUENCY</b>				<b>LUMP SUM</b>
	<b>DAILY</b>	<b>2x WEEK</b>	<b>SEMI- WEEKLY</b>	<b>E E</b>	
Spray wax and disinfect	X				
Fill toilet paper dispenser	X				
Spot clean walls, pipe fixtures	X				
Clean walls	X				
Empty trash containers	X				
Fill and damp clean seat cover dispenser	X				
Damp clean exterior of trash container	X				
Treat all floor drains - 1 gallon of water and disinfect				X	
<b>Employee Lunchrooms, Kitchens, Lounges, Conference Rooms, Lobbies, Hallways and Offices</b>					
<b>Sand Urns- empty</b>		X			
<b>Refrigerator - Clean exterior (damp cloth)</b>				X	
Clean chairs with damp cloth		X			
Empty Wastebaskets (and change liners as needed)		X			
Clean ledges and counter tops (damp cloth)		X			
Clean tables		X			
Vacuum carpet thoroughly		X			
Clean sinks		X			
Damp clean exterior of trash container		X			
Floors, mop and disinfect		X			
<b>Microwave</b>					
Exterior			X		
Interior			X		
<b>TOTAL BASIC SERVICES</b>					<b>\$680.00</b>

<b>MONTHLY SERVICES</b>	<b>FREQUENCY</b>		<b>LUMP SUM</b>
	<b>MONTHLY</b>		
<b>Doors</b>			
Clean all non-glass doors & door jams	X		\$14.00
Clean all glass panels next to doors	X		\$8.00
<b>Dusting</b>			
Windows - Blinds	X		\$25.00
Vents/Exhaust	X		\$8.00
Book and Magazine Shelves	X		\$8.00
High dust (above 6 feet)	X		\$17.00
Remove all cobwebs	X		\$8.00
<b>Rest Rooms</b>			
Disinfect walls	X		\$24.00
<b>TOTAL MONTHLY SERVICES</b>			<b>\$112.00</b>

**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM**

**ParkFlag Office**

<b>COST SUMMARY</b>					
<b>SERVICE</b>	<b>FREQUENCY</b>	<b>UNIT COST</b>	<b>ESTIMATED HOURS PER SERVICE</b>	<b>EXTENDED PRICE</b>	
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$680.00	2	#####	
Monthly Services	12-MONTHS - Times 12	\$112.00	5	#####	
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>				<b>#####</b>	

<b>AS REQUESTED SERVICES</b>		
		<b>LUMP SUM</b>
<b>Windows</b>		
Interior		\$140.00
Exterior		\$170.00
<b>Sofas, Chairs, office chairs &amp; Conference areas</b>		
<b>Shampoo - Note:</b> The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		.22 per square ft
<b>Floors/Non-Carpeted</b>		
Strip, Wax and Buff include IT Room		45 cents a square fett
Cement floors, strip and seal		
<b>Doors</b>		\$8.00
Oil all non-glass doors		\$70.00
<b>Dusting</b>		
Beams and HVAC		\$16.00
<b>Refrigerator - Defrost and clean</b>		\$16.00
<b>Lights - Clean (wash fixtures &amp; bulbs)</b>		\$26.5 per man hour
<b>Floors/Carpeted</b>		
Spot clean carpet		\$26.50 per man hour
<b>Shampoo Carpets - Note:</b> Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		
Concrete stair wells, sweep/mop		\$26.50 per man hour
<b>Desks - Cleaning/Waxing of desks</b>		\$26.50 per man hour
<b>Walls - Spot clean</b>		\$26.50 per man hour
<b>Sofas, Chairs, office chairs, &amp; Conference areas</b>		
Clean and dust		\$26.50 per man hour

**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM  
NACET BUSINESS INCUBATOR**

Minimum # of staff required  
for each visit: **2**

BASIC SERVICES	FREQUENCY				LUMP SUM
	DAILY	2x WEEK	SEMI- WEEKLY	WEEKLY	
<b>Floors/Carpeted</b>					
Vacuum all carpet (under desks, tables, chairs)	X				
Remove debris and vacuum traffic areas	X				
Spot clean carpet (as requested)	X				
<b>Floors/Non-Carpeted</b>					
Dry Mop	X				
Wet Mop	X				
Concrete stair wells, sweep/mop (as requested)	X				
<b>Doors</b>					
Clean all glass doors and entrance side glasses				X	
<b>Stainless Steel</b> - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).				X	
<b>Stairs, Stair Landing, Elevator &amp; Exterior Walks</b>					
Sweep or vacuum (if carpeted)				X	
Wet Mop				X	
<b>Vents - Exhaust</b>				X	
<b>Sofas, Chairs, office chairs &amp; Conference areas</b>					
Vacuum upholstery	X				
<b>Tables - Clean</b>	X				
<b>File Cabinets and Card Files - Dust</b>	X				
<b>Water Fountains - Clean and Disinfect</b>	X				
<b>Wastebaskets - Empty (change liners as needed)</b>	X				
<b>Trash &amp; Recycle Containers</b>					
Empty (change liners as needed)	X				
<b>Ledges and Counter Tops - Damp clean and polish</b>	X				
<b>Dusting - Low dust (to 6 foot height)</b>	X				
<b>Patio - Sweep</b>	X				
<b>Rest Rooms</b>					
Clean floor drain cover	X				
Clean and sanitize stalls, commodes and urinals	X				
Clean mirrors and shelves	X				
Wash urinals, walls surrounding urinal & toilet partitions	X				
Clean sinks and chrome, fill soap dispensers	X				
Clean and fill napkin disposal and change liner	X				
Wet mop and disinfect	X				

**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM  
NACET BUSINESS INCUBATOR**

<b>BASIC SERVICES</b>	<b>FREQUENCY</b>				<b>LUMP SUM</b>
	<b>DAILY</b>	<b>2x WEEK</b>	<b>SEMI- WEEKLY</b>	<b>WEEKLY</b>	
Spray wax and disinfect	X				
Fill toilet paper dispenser	X				
Spot clean walls, pipe fixtures	X				
Clean walls	X				
Empty trash containers	X				
Fill and damp clean seat cover dispenser	X				
Damp clean exterior of trash container	X				
Treat all floor drains - 1 gallon of water and disinfect				X	
<b>Employee Lunchrooms, Kitchens, Lounges, Conference Rooms, Lobbies, Hallways and Offices</b>					
<b>Sand Urns- empty</b>		X			
<b>Refrigerator - Clean exterior (damp cloth)</b>				X	
Clean chairs with damp cloth		X			
Empty Wastebaskets (and change liners as needed)		X			
Clean ledges and counter tops (damp cloth)		X			
Clean tables		X			
Vacuum carpet thoroughly		X			
Clean sinks		X			
Damp clean exterior of trash container		X			
Floors, mop and disinfect		X			
<b>Microwave</b>					
Exterior			X		
Interior			X		
<b>TOTAL BASIC SERVICES</b>					<b>\$1,600.00</b>

<b>MONTHLY SERVICES</b>	<b>FREQUENCY</b>		<b>LUMP SUM</b>
	<b>MONTHLY</b>		
<b>Doors</b>			
Clean all non-glass doors & door jams	X		\$19.00
Clean all glass panels next to doors	X		\$8.00
<b>Dusting</b>			
Windows - Blinds	X		\$32.00
Vents/Exhaust	X		\$8.00
Book and Magazine Shelves	X		\$8.00
High dust (above 6 feet)	X		\$17.00
Remove all cobwebs	X		\$8.00
<b>Rest Rooms</b>			
Disinfect walls	X		\$24.00
<b>TOTAL MONTHLY SERVICES</b>			<b>\$124.00</b>

**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM  
NACET BUSINESS INCUBATOR**

<b>COST SUMMARY</b>					
				ESTIMATE D HOURS PER SERVICE	EXTEN DED PRICE
SERVICE	FREQUENCY	UNIT COST	UNIT COST	PER SERVICE	DED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12		\$1,600.00	2	#####
Monthly Services	12-MONTHS - Times 12		\$124.00	6	#####
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>					<b>#####</b>

<b>AS REQUESTED SERVICES</b>		
		LUMP SUM
<b>Windows</b>		
Interior		\$26.50 per man hour
Exterior		\$26.50 per man hour
<b>Sofas, Chairs, office chairs &amp; Conference areas</b>		
<b>Shampoo - Note:</b> The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		cents per square foot
<b>Floors/Non-Carpeted</b>		
Strip, Wax and Buff include IT Room		5 cents a square foot
Cement floors, strip and seal		5 cents a square foot
<b>Doors</b>		
Oil all non-glass doors		\$26.50 per man hour
<b>Dusting</b>		
Beams and HVAC		\$16.00
<b>Refrigerator - Defrost and clean</b>		\$16.00
<b>Lights - Clean (wash fixtures &amp; bulbs)</b>		\$16.00
<b>Floors/Carpeted</b>		
Spot clean carpet		\$26.50 per man hour
<b>Shampoo Carpets - Note:</b> Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		cents per square foot
Concrete stair wells, sweep/mop		\$26.50 per man hour
<b>Desks - Cleaning/Waxing of desks</b>		\$26.50 per man hour
<b>Walls - Spot clean</b>		\$26.50 per man hour
<b>Sofas, Chairs, office chairs, &amp; Conference areas</b>		
Clean and dust		\$26.50 per man hour

**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM  
NACET BUSINESS ACCELERATOR**

Minimum # of staff required  
for each visit: **2**

BASIC SERVICES	FREQUENCY			LUMP SUM
	DAILY	2x WEEK	SEMI-WEEKLY WEEKLY	
<b>Floors/Carpeted</b>				
Vacuum all carpet (under desks, tables, chairs)	X			
Remove debris and vacuum traffic areas	X			
Spot clean carpet (as requested)	X			
<b>Floors/Non-Carpeted</b>				
Dry Mop	X			
Wet Mop	X			
Concrete stair wells, sweep/mop (as requested)	X			
<b>Doors</b>				
Clean all glass doors and entrance side glasses			X	
<b>Stainless Steel</b> - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).			X	
<b>Stairs, Stair Landing, Elevator &amp; Exterior Walks</b>				
Sweep or vacuum (if carpeted)			X	
Wet Mop			X	
<b>Vents - Exhaust</b>			X	
<b>Sofas, Chairs, office chairs &amp; Conference areas</b>				
Vacuum upholstery	X			
<b>Tables - Clean</b>	X			
<b>File Cabinets and Card Files - Dust</b>	X			
<b>Water Fountains - Clean and Disinfect</b>	X			
<b>Wastebaskets - Empty (change liners as needed)</b>	X			
<b>Trash &amp; Recycle Containers</b>				
Empty (change liners as needed)	X			
<b>Ledges and Counter Tops - Damp clean and polish</b>	X			
<b>Dusting - Low dust (to 6 foot height)</b>	X			
<b>Patio - Sweep</b>	X			
<b>Rest Rooms</b>				
Clean floor drain cover	X			
Clean and sanitize stalls, commodes and urinals	X			
Clean mirrors and shelves	X			
Wash urinals, walls surrounding urinal & toilet partitions	X			
Clean sinks and chrome, fill soap dispensers	X			
Clean and fill napkin disposal and change liner	X			
Wet mop and disinfect	X			

**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM  
NACET BUSINESS ACCELERATOR**

BASIC SERVICES	FREQUENCY				LUMP SUM
	DAILY	2x WEEK	SEMI-WEEKLY	WEEKLY	
Spray wax and disinfect	X				
Fill toilet paper dispenser	X				
Spot clean walls, pipe fixtures	X				
Clean walls	X				
Empty trash containers	X				
Fill and damp clean seat cover dispenser	X				
Damp clean exterior of trash container	X				
Treat all floor drains - 1 gallon of water and disinfect				X	
<b>Employee Lunchrooms, Kitchens, Lounges, Conference Rooms, Lobbies, Hallways and Offices</b>					
<b>Sand Urns- empty</b>		X			
<b>Refrigerator - Clean exterior (damp cloth)</b>				X	
Clean chairs with damp cloth		X			
Empty Wastebaskets (and change liners as needed)		X			
Clean ledges and counter tops (damp cloth)		X			
Clean tables		X			
Vacuum carpet thoroughly		X			
Clean sinks		X			
Damp clean exterior of trash container		X			
Floors, mop and disinfect		X			
<b>Microwave</b>					
Exterior				X	
Interior				X	
<b>TOTAL BASIC SERVICES</b>					<b>\$2,100.00</b>

MONTHLY SERVICES	FREQUENCY		LUMP SUM
	MONTHLY		
<b>Doors</b>			
Clean all non-glass doors & door jams	X		\$25.00
Clean all glass panels next to doors	X		\$12.00
<b>Dusting</b>			
Windows - Blinds	X		\$40.00
Vents/Exhaust	X		\$12.00
Book and Magazine Shelves	X		\$12.00
High dust (above 6 feet)	X		\$24.00
Remove all cobwebs	X		\$12.00
<b>Rest Rooms</b>			
Disinfect walls	X		\$30.00
<b>TOTAL MONTHLY SERVICES</b>			<b>\$167.00</b>

**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM  
NACET BUSINESS ACCELERATOR**

<b>COST SUMMARY</b>					
SERVICE	FREQUENCY		UNIT COST	ATED HOUR S PER SERVI	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12		\$2,100.00	3	\$25,200.00
Monthly Services	12-MONTHS - Times 12		\$167.00	10	\$2,004.00
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>					<b>\$27,204.00</b>

<b>AS REQUESTED SERVICES</b>		
		<b>LUMP SUM</b>
<b>Windows</b>		
Interior		\$26.50 per man hour
Exterior		\$26.50 per man hour
<b>Sofas, Chairs, office chairs &amp; Conference areas</b>		
<b>Shampoo - Note:</b> The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		cents per square foot
<b>Floors/Non-Carpeted</b>		
Strip, Wax and Buff include IT Room		45 cents a square foot
Cement floors, strip and seal		45 cents a square foot
<b>Doors</b>		
Oil all non-glass doors		\$26.50 per man hour
<b>Dusting</b>		
Beams and HVAC		\$16.00
<b>Refrigerator</b> - Defrost and clean		\$16.00
<b>Lights</b> - Clean (wash fixtures & bulbs)		\$16.00
<b>Floors/Carpeted</b>		
Spot clean carpet		\$26.50 per man hour
<b>Shampoo Carpets</b> - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		22 cents per square foot
Concrete stair wells, sweep/mop		\$26.50 per man hour
<b>Desks</b> - Cleaning/Waxing of desks		\$26.50 per man hour
<b>Walls</b> - Spot clean		\$26.50 per man hour
<b>Sofas, Chairs, office chairs, &amp; Conference areas</b>		
Clean and dust		\$26.50 per man hour



Minimum # of staff: 5

<b>BASIC SERVICES</b>	<b>FREQUENCY DAILY</b>	<b>SEMI-WEEKLY</b>	<b>WEEKLY</b>	<b>LUMP SUM</b>
<b>Floors/Carpeted</b>				
Vacuum all carpet (under desks, tables, chairs) Remove debris and vacuum traffic areas Spot clean carpet (as requested)	X	X		
	X			
	X			
<b>Floors/Non-Carpeted</b>				
Dry Mop Wet Mop	X			
Concrete stair wells, sweep/mop (as requested)	X			
	X			
<b>Doors</b>				
Clean all glass doors and entrance side glasses	X			
<b>Stainless Steel</b> - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).			X	
<b>Stairs, Stair Landing, Elevator &amp; Exterior Walks</b>				
Sweep or vacuum (if carpeted) Wet Mop	X			
<b>Vents</b> - Exhaust			X	
			X	
<b>Sofas, Chairs, office chairs &amp; Conference areas</b>				
Vacuum upholstery			X	
<b>Tables</b> - Clean and disinfect	X			
<b>File Cabinets and Card Files</b> - Dust		X		
<b>Water Fountains</b> - Clean and Disinfect	X			
<b>Wastebaskets</b> - Empty (change liners as needed)	X			
<b>Trash &amp; Recycle Containers</b> Empty (change liners as needed)		X		
<b>Ledges and Counter Tops</b> - Damp clean and polish		X		
<b>Dusting</b> - Low dust (to 6 foot height)				
<b>Rest Rooms</b> - Clean floor drain cover	X			
Clean and sanitize stalls, commodes and urinals			X	
Clean mirrors and shelves			X	
Wash urinals, walls surrounding urinal & toilet partitions	X			
Clean sinks and chrome, fill soap dispensers	X			
Clean and fill napkin disposal and change liner	X			
Wet mop and disinfect	X			
	X			
	X			
	X			
<b>FREQUENCY SEMI-</b>				
<b>BASIC SERVICES</b>	<b>DAILY</b>	<b>SEMI- WEEKLY</b>	<b>WEEKLY</b>	<b>LUMP SUM</b>
Spray wax and disinfect Fill toilet paper dispenser			X	
Spot clean walls, pipe fixtures Clean walls	X			
Empty trash containers	X			
Fill and damp clean seat cover dispenser Damp clean exterior of trash container			X	
Treat all floor drains - 1 gallon of water and disinfect	X			
	X			
	X			

<b>Employee Lunchrooms, Kitchens, Lounges, Conference Rooms, Lobbies, Hallways and Offices</b>			
Sand Urns - empty		X	
Refrigerator - Clean exterior (damp cloth) Clean chairs with damp cloth			X
Empty Wastebaskets (and change liners as needed)	X		
Clean ledges and counter tops (damp cloth) Clean tables	X		
Vacuum carpet thoroughly Clean sinks	X		
Damp clean exterior of trash container Floors, mop and disinfect	X		
Microwave - Clean Exterior	X		
Interior	X		
	X		
			X
<b>TOTAL BASIC SERVICES</b>			<b>\$11,040.00</b>
<b>FREQUENCY</b>			
<b>MONTHLY SERVICES</b>	<b>MONTHLY</b>	<b>LUMP SUM</b>	
<b>Doors</b>			
Clean all non-glass doors & door jams Clean all glass panels next to doors	X		\$125.00
	X		\$125.00
<b>Dusting</b>			
Windows - Blinds Vents/Exhaust	X		\$160.00
Book and Magazine Shelves High dust (above 6 feet)	X		\$140.00
Remove all cobwebs	X		\$60.00
	X		\$150.00
	X		\$40.00
<b>Rest Rooms</b>			
Disinfect walls	X		\$140.00
<b>TOTAL MONTHLY SERVICES</b>			<b>\$940.00</b>
<b>COST SUMMARY</b>			
<b>ESTIMATED HOURS PER</b>			
<b>SERVICE</b>	<b>FREQUENCY</b>	<b>UNIT COST</b>	<b>SERVICE EXTENDED PRICE</b>
Basic Services (Daily, Semi-Weekly, Weekly) Monthly Services	MONTHS - Times 12	\$11,040.00	19 \$132,480.00
	12-MONTHS - Times 12	\$940.00	36 \$11,280.00
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>			<b>\$143,760.00</b>
<b>AS REQUESTED SERVICES</b>			
			<b>LUMP SUM</b>
<b>Windows</b>			
Interior Exterior			\$210
			\$240
<b>Sofas, Chairs, office chairs &amp; Conference areas</b>			

<b>Shampoo - Note:</b> The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		22 cents a square foot
<b>Floors/Non-Carpeted</b>		
Strip, Wax and Buff		45 cents a square foot
Cement floors, strip and seal		45 cents a square foot
<b>Doors</b>		
Oil all non-glass doors		\$26.50 per man hour
<b>Dusting</b>		
Beams		\$26.50 per man hour
<b>Refrigerator</b> - Defrost and clean		16 per refridgerator
<b>Lights</b> - Clean (wash fixtures & bulbs)		\$26.50 per man hour
<b>Floors/Carpeted</b>		
Spot clean carpet		\$26.50 per man hour
<b>Shampoo Carpets</b> - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work. Concrete stair wells, sweep/mop		22 cents a square foot
<b>Desks</b> - Cleaning/Waxing of desks		\$26.50 per man hour
<b>Walls</b> - Spot clean		\$26.50 per man hour
<b>Sofas, Chairs, office chairs, &amp; Conference areas</b>		
Clean and dust		\$26.50 per man hour

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**CINDER LAKE LANDFILL ADMIN BUILDING**

Minimum # of staff  
required for each

visit: Determined by  
Contractor

BASIC SERVICES	FREQUENCY		LUMP SUM
	SEMI-WEEKLY	WEEKLY	
<b>Floors/Non-Carpeted</b>			
Dry and Wet Mop		X	
Floors/Carpeted			
Vacuum		X	
<b>Tables - Clean &amp; Disinfect</b>		X	
<b>File Cabinets and Card Files - Dust/Disinfect</b>		X	
<b>Wastebaskets - Empty (change liners as needed)</b>		X	
<b>Trash &amp; Recycle Containers Empty (change liners as needed)</b>		X	
<b>Ledges and Counter Tops - Damp clean and polish</b>		X	
<b>Rest Rooms</b>			
Clean and sanitize stalls, commodes and urinals		X	
Clean mirrors and shelves		X	
Wash urinals, walls surrounding urinal & toilet partitions		X	
Clean sinks and chrome, fill soap dispensers		X	
Clean and fill napkin disposal and change liner		X	
Wet mop and disinfect		X	
Fill toilet paper dispenser		X	
Spot clean walls, pipe fixtures		X	
Clean walls		X	
Empty trash containers		X	
Damp clean exterior of trash container		X	
Floors, mop and disinfect		X	
<b>TOTAL BASIC SERVICES</b>			<b>\$420.00</b>

MONTHLY SERVICES	FREQUENCY		LUMP SUM
	MONTHLY		
<b>Floors/Non-Carpeted</b>			
High speed polish all tile floors	X		\$35.00
<b>TOTAL MONTHLY SERVICES</b>			<b>\$35.00</b>

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**CINDER LAKE LANDFILL ADMIN BUILDING**

<b>COST SUMMARY</b>				
<b>SERVICE</b>	<b>FREQUENCY</b>	<b>UNIT COST</b>	<b>ESTIMATED HOURS PER SERVICE</b>	<b>EXTENDED PRICE</b>
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$420.00	2	\$5,040.00
Monthly Services	12-MONTHS - Times 12	\$45.00	2	\$540.00
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>				<b>\$5,580.00</b>
<b>AS REQUESTED SERVICES</b>				
<b>Floors/Carpeted</b>				
Shampoo			.22 per square ft	
<b>Desks - Cleaning/Waxing of desks</b>			\$26.50 per man hour	
<b>Windows - Interior</b>			\$26.50 per man hour	
Exterior			\$26.50 per man hour	
<b>Floors/Non-Carpeted</b>				
Strip, Wax and Buff (2-coats Sealer, 4-coats Wax)			.45 per square ft	
<b>Walls - Spot clean</b>			\$26.50 per man hour	
<b>Sofas, Chairs, office chairs &amp; Conference areas</b>				
Clean and dust			\$26.50 per man hour	

**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM**

Minimum # of staff required  
for each visit: Determined  
by Contractor

**Water Services Shop East Side**

BASIC SERVICES	FREQUENCY			LUMP SUM
	DAILY	2x WEEK	SEMI-WEEKLY WEEKLY	
<b>Floors/Carpeted</b>				
Vacuum all carpet (under desks, tables, chairs)			X	
Remove debris and vacuum traffic areas		X		
Spot clean carpet (as requested)		X		
<b>Floors/Non-Carpeted</b>				
Dry Mop			X	
Wet Mop			X	
Concrete stair wells, sweep/mop (as requested)				
<b>Doors</b>				
Clean all glass doors and entrance side glasses			X	
<b>Stainless Steel</b> - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).		X		
<b>Stairs, Stair Landing, Elevator &amp; Exterior Walks</b>				
Sweep or vacuum (if carpeted)			X	
Wet Mop			X	
<b>Vents - Exhaust</b>			X	
<b>Sofas, Chairs, office chairs &amp; Conference areas</b>				
Vacuum upholstery		X		
<b>Tables - Clean</b>		X		
<b>File Cabinets and Card Files - Dust</b>		X		
<b>Water Fountains - Clean and Disinfect</b>		X		
<b>Wastebaskets - Empty (change liners as needed)</b>		X		
<b>Trash &amp; Recycle Containers</b>		X		
Empty (change liners as needed)		X		
<b>Ledges and Counter Tops - Damp clean and polish</b>		X		
<b>Dusting - Low dust (to 6 foot height)</b>		X		
<b>Patio - Sweep</b>		X		
<b>Rest Rooms</b>				
Clean floor drain cover		X		
Clean and sanitize stalls, commodes and urinals		X		
Clean mirrors and shelves		X		
Wash urinals, walls surrounding urinal & toilet partitions		X		
Clean sinks and chrome, fill soap dispensers		X		
Clean and fill napkin disposal and change liner		X		
Wet mop and disinfect		X		

**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM**

Minimum # of staff required  
for each visit: Determined  
by Contractor

**Water Services Shop East Side**

BASIC SERVICES	FREQUENCY			LUMP SUM
	DAILY	2x WEEK	SEMI-WEEKLY	
Spray wax and disinfect			X	
Fill toilet paper dispenser			X	
Spot clean walls, pipe fixtures				X
Clean walls			X	
Empty trash containers			X	
Fill and damp clean seat cover dispenser			X	
Damp clean exterior of trash container			X	
Treat all floor drains - 1 gallon of water and disinfect				X
<b>Employee Lunchrooms, Kitchens, Lounges, Conference Rooms, Lobbies, Hallways and Offices</b>				
Sand Urns- empty		X		
Refrigerator - Clean exterior (damp cloth)				X
Clean chairs with damp cloth		X		
Empty Wastebaskets (and change liners as needed)		X		
Clean ledges and counter tops (damp cloth)		X		
Clean tables		X		
Vacuum carpet thoroughly		X		
Clean sinks		X		
Damp clean exterior of trash container		X		
Floors, mop and disinfect		X		
<b>Microwave</b>				
Exterior			X	
Interior			X	
<b>TOTAL BASIC SERVICES</b>				<b>\$840.00</b>

MONTHLY SERVICES	FREQUENCY		LUMP SUM
	MONTHLY		
<b>Doors</b>			
Clean all non-glass doors & door jams	X		\$25.00
Clean all glass panels next to doors	X		\$12.00
<b>Dusting</b>			
Windows - Blinds	X		\$30.00
Vents/Exhaust	X		\$10.00
Book and Magazine Shelves	X		\$10.00
High dust (above 6 feet)	X		\$20.00
Remove all cobwebs	X		\$10.00
<b>Rest Rooms</b>			
Disinfect walls	X		\$16.00
<b>TOTAL MONTHLY SERVICES</b>			<b>\$133.00</b>

**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM**

Minimum # of staff required  
for each visit: Determined  
by Contractor

**Water Services Shop East Side**

COST SUMMARY					
SERVICE	FREQUENCY	UNIT COST	TIM AT ED HO	EXTENDED PRICE	
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$840.00	3	\$10,080.00	
Monthly Services	12-MONTHS - Times 12	\$133.00	5	\$1,596.00	
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>				<b>\$11,676.00</b>	

AS REQUESTED SERVICES		
		LUMP SUM
<b>Windows</b>		
Interior		\$26.50 per man hour
Exterior		\$26.50 per man hour
<b>Sofas, Chairs, office chairs &amp; Conference areas</b>		
<b>Shampoo - Note:</b> The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		2 cents per square foot
<b>Floors/Non-Carpeted</b>		
Strip, Wax and Buff include IT Room		45 cents a square foot
Cement floors, strip and seal		45 cents a square foot
<b>Doors</b>		
Oil all non-glass doors		\$26.50 per man hour
<b>Dusting</b>		
Beams and HVAC		\$16.00
<b>Refrigerator - Defrost and clean</b>		\$16.00
<b>Lights - Clean (wash fixtures &amp; bulbs)</b>		\$16.00
<b>Floors/Carpeted</b>		
Spot clean carpet		\$26.50 per man hour
<b>Shampoo Carpets - Note:</b> Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		2 cents per square foot
Concrete stair wells, sweep/mop		\$26.50 per man hour



**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM**

Minimum # of staff required  
for each visit: **Determined**  
by Contractor

**Water Services Shop East Side**

<b>Desks</b> - Cleaning/Waxing of desks		\$26.50 per man hour
<b>Walls</b> - Spot clean		\$26.50 per man hour
<b>Sofas, Chairs, office chairs, &amp; Conference areas</b>		
Clean and dust		\$26.50 per man hour

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**THE FLAGSTAFF AQUAPLEX**

Minimum # of staff  
required for each

visit: **4**

FREQUENCY

SEMI-

DAILY

WEEKLY

WEEKLY

**BASIC SERVICES**

**ALL AREAS**

**Floors/Carpeted**

Vacuum all carpet (under desks, tables, chairs)

X

Remove debris and vacuum traffic areas

X

Spot clean carpet

X

**Floors/Non-Carpeted**

Dry Mop

X

Wet Mop (community room and movement studio once per week)

X

**Doors**

Clean all glass doors and entrance side glasses

X

**Stainless Steel/metal Surfaces** - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks). Roll up window to kitchen.

X

**Exterior Walks**

Sweep or blow 50 feet from entrances.

X

**& Conference Areas**

Vacuum upholstery

X

Non-upholstered areas (all hard surfaces including legs, arms of chairs and surface areas) - wet clean or polish

X

**Tables** - Clean

X

**Water Fountains** - Clean and Disinfect

X

**Trash & Recycle Containers**

Empty containers (change liners as needed)

X

Damp clean exterior of containers

X

**Ledges, Counter Tops, Cubes** - Damp clean and polish, tops sides and bottoms

X

**Dusting** - Low dust (to 6 foot height) including storage cubes

X

**Rest Rooms/Locker Rooms/ Showers**

Doors - clean and disinfect

X

Sweep or vacuum all dirt and debris

X

Wet mop and disinfect

X

Clean floor drain cover

X

Clean and sanitize stalls, commodes and urinals

X

Clean mirrors and shelves	X	
Wash urinals, walls surrounding urinal & toilet partitions	X	
Clean sinks and chrome, fill soap dispensers	X	
Clean and fill napkin disposal and change liner	X	
Fill toilet paper dispenser	X	
Spot clean walls, pipe fixtures	X	
Clean walls	X	
Empty trash containers	X	
Fill and damp clean seat cover dispenser	X	
Damp clean exterior of trash container	X	
Treat all floor drains - 1 gallon of water and disinfect	X	

BASIC SERVICES	FREQUENCY		
	DAILY	SEMI-WEEKLY	WEEKLY
<b>Conference Rooms, Lobbies and Hallways</b>			
Upholstery - spot clean and vacuum		X	
Non-upholstered areas (legs, arms of chairs and surface areas) - wet clean or polish		X	
Empty Wastebaskets (and change liners as needed)	X		
Clean ledges and counter tops (damp cloth)	X		
Clean tables	X		
Vacuum carpet thoroughly	X		
Clean sinks	X		
Damp clean exterior of trash container		X	
Floors, mop and disinfect	X		
<b>Plexi Inserts</b> - Clean per manufacturer's recommendation			X
<b>Floors/Wood</b>			
Dust Dry Mop	X		
Spot Wet Mop	X		
<b>Exercise Area</b>			
<b>Running Track -</b>			
Vacuum or dry mop	X		
Spot mop	X		
Auto Scrub			X
<b>Floors/Gym Sports Floor</b>			
Dry Mop	X		
Auto Scrub	X		
<b>Grand Gallery</b>			
TV's - Clean			X
Vending Machines and Game Room - Clean and disinfect exterior areas			X
Climbing Rock Wall - Clean, disingect and remove gum			X
BASIC SERVICES	DAILY	SEMI-WEEKLY	WEEKLY
<b>Elevator</b>			
Clean and disinfect	X		
<b>Main Stairwell</b>			
Sweep or vacuum daily and wet mop	X		
Dust hand rails and floor guards in stairwell	X		
<b>TOTAL BASIC SERVICES (PER MONTH)</b>			<b>\$10,950.00</b>

**COST SUMMARY**

ES  
TI  
M  
AT  
ED  
HO  
UR  
S  
PE  
R  
SE  
RV  
IC  
E

SERVICE	FREQUENCY	UNIT COST		EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$10,950.00	12	\$131,400.00
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>				\$131,400.00

**AS REQUESTED SERVICES**

**LUMP SUM**

<b>Windows Exterior</b> - ALL WINDOWS - Clean (exclude gym)		\$1,800
<b>Windows Exterior 10ft and below</b> - Clean (exclude gym)		\$500
<b>Vents/Exhaust</b> - Clean (exclude gym)		\$26.50 per man hour
<b>Partitions</b> - dry clean		\$26.50 per man hour
<b>Walls</b> - Spot clean		\$26.50 per man hour
<b>Light fixtures General</b> - Clean (exclude gym)		\$26.50 per man hour
<b>Fireplace</b> - Clean		\$26.50 per man hour
<b>Appliances</b> - Clean		\$26.50 per man hour
<b>Beams</b> - Dust (exclude gym)		\$26.50 per man hour
<b>Ceiling Fans</b> - Clean		\$26.50 per man hour
<b>Rock Wall</b> - Brush Vacuum		\$26.50 per man hour
<b>Walls</b> - Aquatic area - clean walls		\$26.50 per man hour
<b>Grand Gallery Light Fixtures</b> - Clean (wash fixtures & bulbs)		\$26.50 per man hour

**FLOORING REQUIREMENTS**

Note: Facilities Superintendent will schedule all cleaning of flooring (carpeted or non-carpeted) and furniture. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained to confirm bid prices as submitted herein. All work must be approved prior to commencement.

<b>Carpet Areas</b> - clean per recommended manufacture's standards - Proposer to specify method of cleaning		20 cents a square foot
Offices (per square foot)		20 cents a square foot
Gallery (per square foot)		20 cents a square foot
Fitness Halls (per square foot)		20 cents a square foot

**OPTIONAL SERVICES - BID PER** **FREQUENCY**

<b>Epoxy Flooring</b> - clean per recommended manufacture's standards - Proposer to specify method of cleaning.		Mechanically scrub then Pressure wash
Locker Rooms		40 cents a square foot
Cabanas		40 cents a square foot
<b>Linoleum</b> - clean per recommended manufacture's standards - Proposer to specify method of cleaning.		Mechanically scrub with a red floor pad
Party Room		24 cents a square foot
Babysitting Room		24 cents a square foot
standards - Proposer to specify method of cleaning.		
Gym		\$26.50 per man hour
Track		\$26.50 per man hour
Free Weights		\$26.50 per man hour

Climbing Wall		\$26.50 per man hour
<b>Tile</b> - clean per recommended manufacture's standards - Proposer to specify method of cleaning.		Mechanically scrub and steam clean
Rest Rooms		18 cents a square foot
Gallery		18 cents a square foot
Elevator		18 cents a square foot
<b>VCT</b> - clean per recommended manufacture's standards - Proposer to specify method of cleaning.		Mechanically strip, neutralize, then apply finish
Per square foot		45 cents a square foot
<b>Wood</b> - clean per recommended manufacture's standards - Proposer to specify method of cleaning.		Screen and Refinish
The Movement Room		2.50 a square foot
Community Meeting Room		2.50 a square foot
<b>Emergency Service</b> - Clean		60 per man hour
<b>Exterior Walks</b> - Wet mop or power spray		\$26.50 per man hour
<b>Emergency Stairwell</b> - Southside of bldg - sweep and wet mop		\$26.50 per man hour

## CUSTODIAL SERVICES

Minimum # of staff  
required for each  
visit: Determined by  
Contractor

### PROPOSAL AND FREQUENCY FORM

#### PW Core Services Facility - Administration Building (7PM -

FREQUENCY TASK LIST				
BASIC SERVICES	PER DAY	SEMI- WEEKLY	WEEKLY	LUMP SUM
<b>Floors/Carpeted (all areas)</b>				
Vacuum all carpet (under desks, tables, chairs)			X	
Vacuum traffic areas		X		
Spot clean carpet (as needed or as found)		X		
<b>Floors/Non-Carpeted</b>				
Dry Mop			X	
Wet Mop			X	
<b>Doors</b>				
Clean all glass doors and side glasses			X	
<b>Stainless Steel</b> - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).		X		
<b>Vents</b> - Exhaust Dust			X	
<b>Tables/Surfaces</b> - (Ledges / Countertops) - Clean and disinfect			X	
<b>File Cabinets and Card Files</b> - Dust			X	
<b>Water Fountains</b> - Clean and Disinfect		X		
<b>Wastebaskets</b> - Empty (change liners as needed)		X		
<b>Trash &amp; Recycle Containers</b>				
Trash - Empty and replace liner as needed	X			
Recycling - Empty. Do not use plastic liners in employee offices		X		
<b>Dusting</b> - High dusting (6ft to 20 ft)				
<b>Dusting</b> - Low dust (to 6 foot height)			X	



## CUSTODIAL SERVICES

Minimum # of staff  
required for each  
visit: Determined by  
Contractor

### PROPOSAL AND FREQUENCY FORM

#### PW Core Services Facility - Administration Building (7PM -

FREQUENCY TASK LIST				
BASIC SERVICES	PER DAY	SEMI- WEEKLY	WEEKLY	LUMP SUM
<b>Rest Rooms</b>				
Clean floor drain cover add deodorizer		X		
Clean and sanitize stalls, commodes and urinals		X		
Clean mirrors and shelves				
Wash urinals, walls surrounding urinal & toilet partitions		X		
Clean sinks and chrome, fill soap dispensers	X			
Clean and fill napkin disposal and change liner	X			
Wet mop and disinfect			X	
Fill toilet paper dispenser	X			
Spot clean walls, pipe fixtures		X		
Clean walls		X		
Empty trash containers	X			
Fill and damp clean seat cover dispenser	X			
Damp clean exterior of trash container	X			
Treat all floor drains - 1 gallon of water and disinfect			X	
<b>Employee Lunchrooms, Kitchens, Lounges, Council Conference Rooms, Lobbies and Hallways</b>				
Refrigerator - Clean exterior (damp cloth)		X		
Clean chairs with damp cloth		X		
Empty Wastebaskets (and change liners as needed)	X			
Clean ledges, counter tops, appliance and furniture (damp cloth)		X		
Clean tables	X			
Vacuum carpet thoroughly			X	
Clean sinks	X			
Damp clean exterior of trash container	X			
Floors, mop and disinfect		X		
<b>Microwave &amp; Toasters</b>				
Clean Interior and Exterior			X	

**CUSTODIAL SERVICES**

Minimum # of staff  
required for each  
visit: Determined by  
Contractor

**PROPOSAL AND FREQUENCY FORM**

**PW Core Services Facility - Administration Building (7PM -**

<b>TOTAL BASIC SERVICES</b>	<b>\$2,300.00</b>
-----------------------------	-------------------

## CUSTODIAL SERVICES

Minimum # of staff  
required for each  
visit: Determined by  
Contractor

### PROPOSAL AND FREQUENCY FORM

#### PW Core Services Facility - Administration Building (7PM -

FREQUENCY TASK LIST		
MONTHLY SERVICES	MONTHLY	LUMP SUM
Windows - Entrance glass & slanted glass - Clean	Yes	\$30.00
Doors - Clean all non-glass doors & door jams	Yes	\$20.00
Clean all office glass panels next to doors	Yes	\$20.00
<b>Dusting (Spray and Wipe)</b>		
Windows - Blinds	Yes	\$16.00
Vents/Exhaust	Yes	\$16.00
High dust (above 6 feet to 20 feet)	Yes	\$25.00
Remove all cobwebs	Yes	\$20.00
<b>Floor Mats - Wash</b>	Yes	\$20.00
<b>Rest Rooms</b>		
Disinfect and clean all walls	Yes	\$25.00
<b>Floors - Lobby First Floor, Hallways and Breakrooms</b>		
Buff	Yes	\$30.00
<b>TOTAL MONTHLY SERVICES</b>		<b>\$222.00</b>

COST SUMMARY				
SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$2,300.00	3	\$27,600.00
Monthly Services	12-MONTHS - Times 12	\$222.00	9	\$2,664.00
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>				<b>\$30,264.00</b>

**CUSTODIAL SERVICES**

Minimum # of staff  
required for each  
visit: Determined by  
Contractor

**PROPOSAL AND FREQUENCY FORM**

**PW Core Services Facility - Administration Building (7PM -**

<b>AS REQUESTED SERVICES</b>		<b>LUMP SUM</b>
<b>Windows - Interior and Exterior</b>		\$26.50 per man hour
<b>Doors</b>		
Oil all non-glass doors		\$26.50 per man hour
<b>Dusting</b>		
All exposed beams		\$25.00
<b>Refrigerator - Defrost and clean</b>		\$16.00
<b>Floors/Non-Carpeted</b>		
<b>Strip, Wax and Buff - Note:</b> This does not apply to the wood floor in the lobby of City Hall		.45 per square ft
Cement floors, strip and seal		.45 per square ft
<b>Lights - Clean (wash fixtures &amp; bulbs)</b>		\$35.00
<b>Floors/Carpeted</b>		
Spot clean carpet		\$26.50 per man hour
<b>Shampoo Carpets - Note:</b> Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		22 cents a square foot
Concrete stair wells, sweep/mop		\$26.50 per man hour
<b>Desks - Cleaning/Waxing of desks</b>		\$26.50 per man hour
<b>Walls - Spot clean</b>		\$26.50 per man hour
<b>Sofas, Chairs, office chairs, Council Chambers &amp; Conference areas</b>		
Clean and dust		\$26.50 per man hour
<b>Windows</b>		
Interior		\$26.50 per man hour
Exterior		\$26.50 per man hour

**CUSTODIAL SERVICES**

**Minimum # of staff  
required for each  
visit: Determined by  
Contractor**

**PROPOSAL AND FREQUENCY FORM**

**PW Core Services Facility - Administration Building (7PM -**

<p><b>Sofas, Chairs, office chairs, Council Chambers &amp; Conference areas -</b> <b>Shampoo - Note:</b> The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.</p>		<p>22 cents a square foot</p>
---	--	-------------------------------

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**PW Core Services Facility - Fleet Building (7PM - 4AM)**

Minimum # of staff  
required for each

visit: Determined by  
Contractor

FREQUENCY TASK LIST				
BASIC SERVICES	PER DAY	SEMI-WEEKLY	WEEKLY	LUMP SUM
<b>Floors/Carpeted (all areas)</b>				
Vacuum all carpet (under desks, tables, chairs)			X	
Vacuum traffic areas		X		
Spot clean carpet (as needed or as found)		X		
<b>Floors/Non-Carpeted</b>				
Dry Mop			X	
Wet Mop			X	
<b>Doors</b>				
Clean all glass doors and side glasses			X	
<b>Stainless Steel</b> - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).		X		
<b>Vents</b> - Exhaust Dust			X	
<b>Tables/Surfaces</b> - (Ledges / Countertops) - Clean and disinfect			X	
<b>File Cabinets and Card Files</b> - Dust			X	
<b>Water Fountains</b> - Clean and Disinfect		X		
<b>Wastebaskets</b> - Empty (change liners as needed)		X		
<b>Trash &amp; Recycle Containers</b>				
Trash - Empty and replace liner as needed	X			
Recycling - Empty. Do not use plastic liners in employee offices		X		
<b>Dusting</b> - High dusting (6ft to 20 ft)				
<b>Dusting</b> - Low dust (to 6 foot height)			X	

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM  
PW Core Services Facility - Fleet Building (7PM - 4AM)**

FREQUENCY TASK LIST				
BASIC SERVICES	PER DAY	SEMI- WEEKLY	WEEKLY	LUMP SUM
<b>Rest Rooms</b>				
Clean floor drain cover add deodorizer		X		
Clean and sanitize stalls, commodes and urinals		X		
Clean mirrors and shelves				
Wash urinals, walls surrounding urinal & toilet partitions		X		
Clean sinks and chrome, fill soap dispensers	X			
Clean and fill napkin disposal and change liner	X			
Wet mop and disinfect			X	
Fill toilet paper dispenser	X			
Spot clean walls, pipe fixtures		X		
Clean walls		X		
Empty trash containers	X			
Fill and damp clean seat cover dispenser	X			
Damp clean exterior of trash container	X			
Treat all floor drains - 1 gallon of water and disinfect			X	
<b>Employee Lunchrooms, Kitchens, Lounges, Council Conference Rooms, Lobbies and Hallways</b>				
Refrigerator - Clean exterior (damp cloth)		X		
Clean chairs with damp cloth		X		
Empty Wastebaskets (and change liners as needed)	X			
Clean ledges, counter tops, appliance and furniture (damp cloth)		X		
Clean tables	X			
Vacuum carpet thoroughly			X	
Clean sinks	X			
Damp clean exterior of trash container	X			
Floors, mop and disinfect		X		
<b>Microwave &amp; Toasters</b>				
Clean Interior and Exterior			X	
<b>TOTAL BASIC SERVICES</b>				<b>\$1,440.00</b>

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM  
PW Core Services Facility - Fleet Building (7PM - 4AM)**

FREQUENCY TASK LIST		
MONTHLY SERVICES	MONTHLY	LUMP SUM
Windows - Entrance glass & slanted glass - Clean	Yes	\$10.00
Doors - Clean all non-glass doors & door jams	Yes	\$10.00
Clean all office glass panels next to doors	Yes	\$10.00
<b>Dusting (Spray and Wipe)</b>		
Windows - Blinds	Yes	\$8.00
Vents/Exhaust	Yes	\$8.00
High dust (above 6 feet to 20 feet)	Yes	\$15.00
Remove all cobwebs	Yes	\$8.00
Floor Mats - Wash	Yes	\$10.00
<b>Rest Rooms</b>		
Disinfect and clean all walls	Yes	\$20.00
<b>Floors - Lobby First Floor, Hallways and Breakrooms</b>		
Buff	Yes	\$40.00
<b>TOTAL MONTHLY SERVICES</b>		<b>\$139.00</b>

COST SUMMARY				
SERVICE	FREQUENCY	UNIT COST	MATED HOURS PER	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$1,440.00	1.5	\$17,280.00
Monthly Services	12-MONTHS - Times 12	\$139.00	3	\$1,668.00
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>				<b>\$18,948.00</b>



**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM  
PW Core Services Facility - Fleet Building (7PM - 4AM)**

<b>AS REQUESTED SERVICES</b>		
		<b>LUMP SUM</b>
<b>Windows</b> - Interior and Exterior		\$26.50 per man hour
<b>Doors</b> Oil all non-glass doors		\$26.50 per man hour
<b>Dusting</b> All exposed beams		\$25.00
<b>Refrigerator</b> - Defrost and clean		\$16.00
<b>Floors/Non-Carpeted</b> <b>Strip, Wax and Buff</b> - Note: This does not apply to the wood floor in the lobby of City Hall		.45 per square ft
Cement floors, strip and seal		.45 per square ft
<b>Lights</b> - Clean (wash fixtures & bulbs)		\$35.00
<b>Floors/Carpeted</b> Spot clean carpet		\$26.50 per man hour
<b>Shampoo Carpets</b> - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		22 cents a square foot
Concrete stair wells, sweep/mop		\$26.50 per man hour
<b>Desks</b> - Cleaning/Waxing of desks		\$26.50 per man hour
<b>Walls</b> - Spot clean		\$26.50 per man hour
<b>Sofas, Chairs, office chairs, Council Chambers &amp; Conference areas</b> Clean and dust		\$26.50 per man hour
<b>Windows</b> Interior		\$26.50 per man hour
Exterior		\$26.50 per man hour
<b>Sofas, Chairs, office chairs, Council Chambers &amp; Conference areas</b> -		

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**PW Core Services Facility - Fleet Building (7PM - 4AM)**

<p><b>Shampoo - Note:</b> The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.</p>		<p>22 cents a square foot</p>
--	--	-------------------------------

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**Streets**

Minimum # of staff required for each visit: Determined by Contractor		
	<b>FREQUENCY</b>	
<b>BASIC SERVICES</b>	<b>SEMI-WEEKLY</b>	<b>LUMP SUM</b>
<b>Floors/Non-Carpeted</b>		
Dry Mop	X	
Wet Mop	X	
Tables - Clean	X	
<b>Wastebaskets</b> - Empty (change liners as needed)		
<b>Trash &amp; Recycle Containers</b>	X	
Empty (change liners as needed)	X	
Recycle Containers	X	
<b>Counter Tops</b> - Damp clean and polish		
<b>Rest Rooms</b>		
Clean and sanitize stalls, commodes and urinals	X	
Clean mirrors and shelves		
Wash urinals, walls surrounding urinal & toilet partitions	X	
Clean sinks and chrome, fill soap dispensers	X	
Wet mop and disinfect	X	
Fill toilet paper dispenser		
Empty trash containers	X	
<b>TOTAL BASIC SERVICES</b>		<b>\$810.00</b>

<b>COST SUMMARY</b>				
<b>SERVICE</b>	<b>FREQUENCY</b>	<b>UNIT COST</b>	<b>TED HOURS PER</b>	<b>EXTENDED PRICE</b>
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$810.00	1.25	\$9,720.00
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>				<b>\$9,720.00</b>

<b>AS REQUESTED SERVICES</b>		
<b>Windows - Interior/Exterior - Clean</b>		\$27
<b>Floors/Non-Carpeted</b>		
Strip, Wax and Buff (2-coats Sealer, 4-coats Wax)		45 cents per square foot

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**Wash Building**

~~Minimum # of staff~~  
 required for each  
 visit: Determined by  
 Contractor

FREQUENCY TASK LIST				
BASIC SERVICES	PER DAY	SEMI-WEEKLY	WEEKLY	LUMP SUM
Rest Rooms				
Clean floor drain cover add deodorizer		X		

**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM**

**Water Services Admin**

Minimum # of staff required  
for each visit: **2**

BASIC SERVICES	FREQUENCY				LUMP SUM
	DAILY	2x WEEK	SEMI-WEEKLY	WEEKLY	
<b>Floors/Carpeted</b>					
Vacuum all carpet (under desks, tables, chairs)				X	
Remove debris and vacuum traffic areas			X		
Spot clean carpet (as requested)			X		
<b>Floors/Non-Carpeted</b>					
Dry Mop				X	
Wet Mop				X	
Concrete stair wells, sweep/mop (as requested)					
<b>Doors</b>					
Clean all glass doors and entrance side glasses				X	
<b>Stainless Steel</b> - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).			X		
<b>Stairs, Stair Landing, Elevator &amp; Exterior Walks</b>					
Sweep or vacuum (if carpeted)				X	
Wet Mop				X	
<b>Vents</b> - Exhaust				X	
<b>Sofas, Chairs, office chairs &amp; Conference areas</b>					
Vacuum upholstery			X		
<b>Tables</b> - Clean			X		
<b>File Cabinets and Card Files</b> - Dust			X		
<b>Water Fountains</b> - Clean and Disinfect			X		
<b>Wastebaskets</b> - Empty (change liners as needed)			X		
<b>Trash &amp; Recycle Containers</b>			X		
Empty (change liners as needed)			X		
<b>Ledges and Counter Tops</b> - Damp clean and polish			X		
<b>Dusting</b> - Low dust (to 6 foot height)			X		
<b>Patio</b> - Sweep			X		
<b>Rest Rooms</b>					
Clean floor drain cover			X		
Clean and sanitize stalls, commodes and urinals			X		
Clean mirrors and shelves			X		
Wash urinals, walls surrounding urinal & toilet partitions			X		
Clean sinks and chrome, fill soap dispensers			X		
Clean and fill napkin disposal and change liner			X		
Wet mop and disinfect			X		

**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM**

**Water Services Admin**

<b>BASIC SERVICES</b>	<b>FREQUENCY</b>				<b>LUMP SUM</b>
	<b>DAILY</b>	<b>2x WEEK</b>	<b>SEMI- WEEKLY</b>	<b>WEEKLY</b>	
Spray wax and disinfect			X		
Fill toilet paper dispenser			X		
Spot clean walls, pipe fixtures				X	
Clean walls			X		
Empty trash containers			X		
Fill and damp clean seat cover dispenser			X		
Damp clean exterior of trash container			X		
Treat all floor drains - 1 gallon of water and disinfect				X	
<b>Employee Lunchrooms, Kitchens, Lounges, Conference Rooms, Lobbies, Hallways and Offices</b>					
<b>Sand Urns- empty</b>		X			
<b>Refrigerator - Clean exterior (damp cloth)</b>				X	
Clean chairs with damp cloth		X			
Empty Wastebaskets (and change liners as needed)		X			
Clean ledges and counter tops (damp cloth)		X			
Clean tables		X			
Vacuum carpet thoroughly		X			
Clean sinks		X			
Damp clean exterior of trash container		X			
Floors, mop and disinfect		X			
<b>Microwave</b>					
Exterior			X		
Interior			X		
<b>TOTAL BASIC SERVICES</b>					<b>\$1,480.00</b>

<b>MONTHLY SERVICES</b>	<b>FREQUENCY</b>		<b>LUMP SUM</b>
	<b>MONTHLY</b>		
<b>Doors</b>			
Clean all non-glass doors & door jams	X		\$19.00
Clean all glass panels next to doors	X		\$8.00
<b>Dusting</b>			
Windows - Blinds	X		\$32.00
Vents/Exhaust	X		\$8.00
Book and Magazine Shelves	X		\$8.00
High dust (above 6 feet)	X		\$17.00
Remove all cobwebs	X		\$8.00
<b>Rest Rooms</b>			
Disinfect walls	X		\$24.00
<b>TOTAL MONTHLY SERVICES</b>			<b>\$124.00</b>

**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM**

**Water Services Admin**

<b>COST SUMMARY</b>					
<b>SERVICE</b>	<b>FREQUENCY</b>	<b>UNIT COST</b>	<b>TED HOURS PER SERVICE</b>	<b>EXTENDED PRICE</b>	
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$1,480.00	4.5	\$17,760.00	
Monthly Services	12-MONTHS - Times 12	\$124.00	7	\$1,488.00	
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>				<b>\$19,248.00</b>	

<b>AS REQUESTED SERVICES</b>		
		<b>LUMP SUM</b>
<b>Windows</b>		
Interior		\$140.00
Exterior		\$170.00
<b>Sofas, Chairs, office chairs &amp; Conference areas</b>		
<b>Shampoo - Note:</b> The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		.22 per square ft
<b>Floors/Non-Carpeted</b>		
Strip, Wax and Buff include IT Room		\$16.00
Cement floors, strip and seal		
<b>Doors</b>		\$8.00
Oil all non-glass doors		\$70.00
<b>Dusting</b>		
Beams and HVAC		\$16.00
<b>Refrigerator - Defrost and clean</b>		\$16.00
<b>Lights - Clean (wash fixtures &amp; bulbs)</b>		\$26.5 per man hour
<b>Floors/Carpeted</b>		
Spot clean carpet		\$26.50 per man hour
<b>Shampoo Carpets - Note:</b> Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		
Concrete stair wells, sweep/mop		\$26.50 per man hour
<b>Desks - Cleaning/Waxing of desks</b>		\$26.50 per man hour
<b>Walls - Spot clean</b>		\$26.50 per man hour
<b>Sofas, Chairs, office chairs, &amp; Conference areas</b>		
Clean and dust		\$26.50 per man hour

**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM**

**Material Recovery Facility**

Minimum # of staff required					
for each visit: Determined by Contractor					
BASIC SERVICES	FREQUENCY				LUMP SUM
	DAILY	2x WEEK	SEMI-WEEKLY	WEEKLY	
<b>Floors/Carpeted</b>					
Vacuum all carpet (under desks, tables, chairs)				X	
Remove debris and vacuum traffic areas				X	
Spot clean carpet (as requested)				X	
<b>Floors/Non-Carpeted</b>					
Dry Mop				X	
Wet Mop				X	
Concrete stair wells, sweep/mop (as requested)				X	
<b>Doors</b>					
Clean all glass doors and entrance side glasses				X	
<b>Stainless Steel</b> - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).				X	
<b>Stairs, Stair Landing, Elevator &amp; Exterior Walks</b>					
Sweep or vacuum (if carpeted)				X	
Wet Mop				X	
<b>Vents</b> - Exhaust				X	
<b>Sofas, Chairs, office chairs &amp; Conference areas</b>					
Vacuum upholstery				X	
<b>Tables</b> - Clean				X	
<b>File Cabinets and Card Files</b> - Dust				X	
<b>Water Fountains</b> - Clean and Disinfect				X	
<b>Wastebaskets</b> - Empty (change liners as needed)				X	
<b>Trash &amp; Recycle Containers</b> Empty (change liners as needed)				X	
<b>Ledges and Counter Tops</b> - Damp clean and polish				X	
<b>Dusting</b> - Low dust (to 6 foot height)				X	
<b>Patio</b> - Sweep				X	
<b>Rest Rooms</b>					
Clean floor drain cover				X	
Clean and sanitize stalls, commodes and urinals				X	
Clean mirrors and shelves				X	
Wash urinals, walls surrounding urinal & toilet partitions				X	
Clean sinks and chrome, fill soap dispensers				X	
Clean and fill napkin disposal and change liner				X	
Wet mop and disinfect				X	



**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM**

**Material Recovery Facility**

<b>BASIC SERVICES</b>	<b>FREQUENCY</b>				<b>LUMP SUM</b>
	<b>DAILY</b>	<b>2x WEEK</b>	<b>SEMI- WEEKLY</b>	<b>WEEKLY</b>	
Spray wax and disinfect				X	
Fill toilet paper dispenser				X	
Spot clean walls, pipe fixtures				X	
Clean walls				X	
Empty trash containers				X	
Fill and damp clean seat cover dispenser				X	
Damp clean exterior of trash container				X	
Treat all floor drains - 1 gallon of water and disinfect				X	
<b>Employee Lunchrooms, Kitchens, Lounges, Conference Rooms, Lobbies, Hallways and Offices</b>					
<b>Sand Urns- empty</b>				X	
<b>Refrigerator - Clean exterior (damp cloth)</b>				X	
Clean chairs with damp cloth				X	
Empty Wastebaskets (and change liners as needed)				X	
Clean ledges and counter tops (damp cloth)				X	
Clean tables				X	
Vacuum carpet thoroughly				X	
Clean sinks				X	
Damp clean exterior of trash container				X	
Floors, mop and disinfect				X	
<b>Microwave</b>					
Exterior				X	
Interior				X	
<b>TOTAL BASIC SERVICES</b>					<b>\$320.00</b>

<b>MONTHLY SERVICES</b>	<b>FREQUENCY</b>		<b>LUMP SUM</b>
	<b>MONTHLY</b>		
<b>Doors</b>			
Clean all non-glass doors & door jams	X		\$19.00
Clean all glass panels next to doors	X		\$8.00
<b>Dusting</b>			
Windows - Blinds	X		\$32.00
Vents/Exhaust	X		\$8.00
Book and Magazine Shelves	X		\$8.00
High dust (above 6 feet)	X		\$17.00
Remove all cobwebs	X		\$8.00
<b>Rest Rooms</b>			
Disinfect walls	X		\$24.00
<b>TOTAL MONTHLY SERVICES</b>			<b>\$124.00</b>

**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM**

**Material Recovery Facility**

<b>COST SUMMARY</b>					
<b>SERVICE</b>	<b>FREQUENCY</b>	<b>UNIT COST</b>	<b>ATED HOURS PER SERVICE</b>	<b>EXTENDED PRICE</b>	
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$320.00	2	\$3,840.00	
Monthly Services	12-MONTHS - Times 12	\$124.00	7	\$1,488.00	
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>				<b>\$5,328.00</b>	

<b>AS REQUESTED SERVICES</b>		
		<b>LUMP SUM</b>
<b>Windows</b>		
Interior		\$140.00
Exterior		\$170.00
<b>Sofas, Chairs, office chairs &amp; Conference areas</b>		
<b>Shampoo - Note:</b> The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		22 cents a square foot
<b>Floors/Non-Carpeted</b>		
Strip, Wax and Buff include IT Room		45 cents a square foot
Cement floors, strip and seal		
<b>Doors</b>		
Oil all non-glass doors		\$15.00
<b>Dusting</b>		
Beams and HVAC		\$20.00
<b>Refrigerator - Defrost and clean</b>		\$16.00
<b>Lights - Clean (wash fixtures &amp; bulbs)</b>		\$26.5 per man hour
<b>Floors/Carpeted</b>		
Spot clean carpet		\$26.50 per man hour
<b>Shampoo Carpets - Note:</b> Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		22 cents a square foot
Concrete stair wells, sweep/mop		\$26.50 per man hour
<b>Desks - Cleaning/Waxing of desks</b>		\$26.50 per man hour
<b>Walls - Spot clean</b>		\$26.50 per man hour
<b>Sofas, Chairs, office chairs, &amp; Conference areas</b>		
Clean and dust		\$26.50 per man hour

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**MUNICIPAL COURT**

Minimum # of staff required for each visit: **4**

FREQUENCY TASK LIST					
BASIC SERVICES	PER DAY	SEMI-WEEKLY	WEEKLY	MONTHLY	LUMP SUM
<b>Floors/Carpeted</b>					
Vacuum all carpet (under desks, tables, chairs)			X		
Remove debris and vacuum traffic areas	X				
Spot clean carpet (as requested)	X				
<b>Floors/Non-Carpeted</b>					
Dry Mop			X		
Wet Mop			X		
Concrete stair wells, sweep/mop (as requested)			X		
<b>Doors</b>					
Clean all glass doors and entrance side glasses and polish (leaving no streaks).			X		
			X		
<b>Stairs, Stair Landing, Elevator &amp; Exterior Walks</b>					
Sweep or vacuum (if carpeted)			X		
Wet Mop			X		
<b>Vents - Exhaust</b>			X		
<b>Sofas, Chairs, office chairs &amp; Conference areas</b>					
Vacuum upholstery			X		
<b>Tables - Clean and disinfect</b>			X		
<b>File Cabinets and Card Files - Dust</b>			X		
<b>Water Fountains - Clean and Disinfect</b>			X		
<b>Trash &amp; Recycle Containers</b>					
Trash - Empty and replace liner as needed	X				
Recycling - Empty. Do not use plastic liners in employee offices	X				
<b>Ledges and Counter Tops - Damp clean and polish</b>			X		
<b>Dusting - Low dust (to 6 foot height)</b>			X		
<b>Rest Rooms</b>					
Clean floor drain cover	X				
water			X		
Replenish all soap and paper products	X				
clean and sanitize stalls, commodes, and urinals	X				
Clean mirrors and shelves	X				
Clean and sanitize stalls, commodes and urinals	X				
sweep and mop floors	X				
Clean all door jambs			X		
Clean mirrors and shelves	X				
Disinfect all ceramic walls up to 6ft				X	
dust vents				X	
polish stainless steel	X				
Wash urinals, walls surrounding urinal & toilet partitions	X				
Clean sinks, mirrors, walls, and chrome	X				
Clean and fill napkin disposal and change liner	X				

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**MUNICIPAL COURT**

<b>Visitation rooms</b>				
clean and disinfect benches		X		
clean and disinfect doors		X		
sweep /mop or vaccum floors		X		
clean glass/plastic partitions		X		
dust vents			X	
Clean all door jams			X	
wipe and disinfect table tops		X		
<b>Court rooms (Divisions 1,3, and 5)</b>				
Trash-empty and replace liner, regardless of how much trash		X		
Vaccum all carpet -(under desks, tables, chairs)		X		
Dusting (high dust 6-20 ft)			X	
Dusting (low dust up to 6 feet )		X		
dust/wipe benches		X		
wipe and disinfect table tops /desks		X		
wipe doors for fingerprints		X		
push bars clean and sanitize		X		
glass windows in door frames		X		
clean plastic partion shields			X	
dust vents			X	
Clean all door jams			X	
<b>Court rooms (Divisions 2 and 4)</b>				
Trash-empty and replace liner as needed			X	
Vaccum all carpet -(under desks, tables, chairs)			X	
Dusting (high dust 6-20 ft)			X	
Dusting (low dust up to 6 feet )			X	
dust/wipe benches			X	
wipe and disinfect table tops /desks			X	
wipe doors for fingerprints			X	
push bars clean and sanitize			X	
glass windows in door frames			X	X
clean plastic partion shields				X
dust vents				X
Clean all door jams				X
<b>holding cells</b>				
clean and disinfect benches		X		
clean and disinfect toilet and sink		X		
clean and disinfect doors		X		
sweep /mop floors		X		
<b>Visitation rooms</b>				
clean and disinfect benches			X	
clean and disinfect doors			X	
sweep /mop or vaccum floors			X	
clean glass/plastic partitions			X	
dust vents				X
Clean all door jams				X

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**MUNICIPAL COURT**

wipe and disinfect table tops		X	
<b>Common Areas and Hallways</b>			
wipe and disinfect benches	X		
wipe and disinfect all flat surfaces	X		
wipe and disinfect all table tops and ledges	X		
disinfect water fountains	X		
empty trash cans and clean lids	X		
clean, polish and disinfect elevator	X		
mop inside elevator	X		
clean elevator tracks		X	
dusting (high dust 6-20ft)			X
dusting (low dust up to 6 feet)		X	
dustmop	X		
run floor scrubber in main halls		X	
clean hall glass up to 6ft - as needed	X		
Wet mop and disinfect	X		

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**MUNICIPAL COURT**

FREQUENCY TASK LIST				
BASIC SERVICES	DAY	WEEKLY	LY	LUMP SUM
Wet mop and disinfect	X			
Fill toilet paper dispenser	X			
Spot clean walls, pipe fixtures	X			
Clean walls	X			
Empty trash containers	X			
Fill and damp clean seat cover dispenser	X			
Wipe and disinfect benches	X			
Damp clean exterior of trash container	X			
Treat all floor drains - 1 gallon of water and disinfect			X	
<b>Rooms, Lobbies and Hallways</b>				
Clean chairs with damp cloth	X			
Empty Wastebaskets (and change liners as needed)	X			
Clean ledges and counter tops (damp cloth)	X			
Clean tables	X			
Vacuum carpet thoroughly	X			
Damp clean exterior of trash container	X			
Floors, mop and disinfect			X	
<b>TOTAL BASIC SERVICES</b>				<b>\$6,400.00</b>

FREQUENCY TASK LIST			
MONTHLY SERVICES	MONTHLY		LUMP SUM
<b>Doors</b>			
Clean all non-glass doors & door jams	X		\$50.00
Clean all glass panels next to doors	X		\$60.00
<b>Dusting</b>			
Windows - Blinds	X		\$60.00
Vents/Exhaust	X		\$60.00
Book and Magazine Shelves	X		\$40.00
High dust (above 6 feet)	X		\$40.00
Remove all cobwebs	X		\$30.00
Floor Mats - Wash	X		\$30.00
Rest Rooms - Disinfect walls	X		\$50.00
<b>TOTAL MONTHLY SERVICES</b>			<b>\$420.00</b>

COST SUMMARY					
SERVICE	FREQUENCY	UNIT COST	TE	TI MA TE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$6,400.00		11	\$76,800.00
Monthly Services	MONTHS - Times 12	\$420.00		17	\$5,040.00
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>					<b>\$81,840.00</b>

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**MUNICIPAL COURT**

AS REQUESTED SERVICES		LUMP SUM
<b>Windows</b>		
Interior		\$650.00
Exterior		\$1,240.00
<b>Sofas, Chairs, office chairs, &amp; Conference areas</b>		
<p><b>Shampoo - Note:</b> The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.</p>		22 cents a square foot
<b>Doors</b>		
Oil all non-glass doors		\$26.5 per man hour
<b>Dusting</b>		
Beams		\$40.00
Refrigerator - Defrost and clean		\$16.00
<b>Floors/Non-Carpeted</b>		
Strip, Wax and Buff		45 cents a square foot
Cement floors, strip and seal		45 cents a square foot
Lights - Clean (wash fixtures & bulbs)		\$26.5 per man hour
<b>Floors/Carpeted</b>		
Spot clean carpet		\$26.50 per man hour
<p><b>Shampoo Carpets - Note:</b> Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.</p>		22 cents a square foot
Concrete stair wells, sweep/mop, vacuum		\$26.50 per man hour
<b>Sofas, Chairs, office chairs &amp; Conference areas</b>		\$26.50 per man hour
<b>Desks - Cleaning/Waxing of desks</b>		\$26.50 per man hour
<b>Walls - Spot clean</b>		
Clean and dust		\$26.50 per man hour

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**City Prosecutors Office**

Minimum # of staff required for each visit: <b>1</b>			
	<b>FREQUENCY</b>		
<b>BASIC SERVICES</b>	<b>SEMI-DAILY</b>	<b>WEEKLY</b>	<b>WEEKLY</b>
			<b>LUMP SUM</b>
<b>Floors/Carpeted</b>			
Vacuum all carpet (under desks, tables, chairs)	X		
Remove debris and vacuum traffic areas	X		
Spot clean carpet	X		
<b>Floors/Non-Carpeted</b>			
Dry mop	X		
Wet mop	X		
<b>Doors</b>			
Clean all glass doors and entrance side glasses	X		
<b>Stainless Steel</b> - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).	X		
<b>Wastebaskets</b> - Empty (change liners as needed)	X		
<b>Trash Containers, Entry and Common Areas</b>			
Empty (change liners as needed)	X		
Clean and disinfect door handles	X		
<b>Restrooms</b>			
Clean & sanitize stalls, commodes and urinals	X		
Clean mirrors and shelves	X		
Clean sinks and chrome	X		
Fill dispensers - soap, toilet paper, hand towels, seat covers	X		
Wet mop and disinfect	X		
Empty trash	X		
Treat all floor drains - 1 gallon of water and disinfect			X
<b>Dusting</b> - Low dust (to 6 foot height)	X		
<b>TOTAL BASIC SERVICES</b>			<b>\$680.00</b>
<b>COST SUMMARY</b>			



**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**City Prosecutors Office**

SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$680.00	1.5	\$8,160.00
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>				<b>\$8,160.00</b>

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**City Prosecutors Office**

<b>AS REQUESTED SERVICES</b>		
<b>Windows</b>		
Interior		\$30
Exterior		\$90.00
<b>Floors/Carpeted</b>		
Spot clean carpet		\$26.5 per man hour
<b>Shampoo Carpets</b> - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of carpets and furniture. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work. STEAM CLEAN CARPETS - WALL-TO-WALL		22 cents per man hour
<b>Sofas, Chairs, office chairs &amp; Conference areas</b>		
Clean and dust		\$26.5 per man hour

**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM**

**City Park Restrooms -- Buffalo Park, Bushmaster Park, Foxglenn Park, Thorpe Park, Heritage**

Minimum # of staff required  
for each visit: Determined  
by Contractor

BASIC SERVICES	FREQUENCY				LUMP SUM
	DAILY	2x WEEK	SEMI-WEEKLY	WEEKLY	
<b>Floors/Carpeted</b>					
Vacuum all carpet (under desks, tables, chairs)					
Remove debris and vacuum traffic areas					
Spot clean carpet (as requested)					
<b>Floors/Non-Carpeted</b>					
Dry Mop	X				
Wet Mop	X				
Concrete stair wells, sweep/mop (as requested)					
<b>Doors</b>					
Clean all glass doors and entrance side glasses					
<b>Stainless Steel</b> - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).				X	
<b>Stairs, Stair Landing, Elevator &amp; Exterior Walks</b>					
Sweep or vacuum (if carpeted)					
Wet Mop					
<b>Vents</b> - Exhaust					
<b>Sofas, Chairs, office chairs &amp; Conference areas</b>					
Vacuum upholstery					
<b>Tables</b> - Clean					
<b>File Cabinets and Card Files</b> - Dust					
<b>Water Fountains</b> - Clean and Disinfect					
<b>Wastebaskets</b> - Empty (change liners as needed)					
<b>Trash &amp; Recycle Containers</b> Empty (change liners as needed)					
<b>Ledges and Counter Tops</b> - Damp clean and polish					
<b>Dusting</b> - Low dust (to 6 foot height)					
<b>Patio</b> - Sweep					
<b>Rest Rooms</b>					
Clean floor drain cover	X				
Clean and sanitize stalls, commodes and urinals	X				
Clean mirrors and shelves	X				
Wash urinals, walls surrounding urinal & toilet partitions	X				
Clean sinks and chrome, fill soap dispensers	X				
Clean and fill napkin disposal and change liner	X				
Wet mop and disinfect	X				

**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM**

**City Park Restrooms -- Buffalo Park, Bushmaster Park, Foxglenn Park, Thorpe Park, Heritage**

<b>BASIC SERVICES</b>	<b>FREQUENCY</b>				<b>LUMP SUM</b>
	<b>DAILY</b>	<b>2x WEEK</b>	<b>SEMI- WEEKLY</b>	<b>WEEKLY</b>	
Spray wax and disinfect	X				
Fill toilet paper dispenser	X				
Spot clean walls, pipe fixtures	X				
Clean walls	X				
Empty trash containers	X				
Fill and damp clean seat cover dispenser	X				
Damp clean exterior of trash container	X				
Treat all floor drains - 1 gallon of water and disinfect		X			
<b>Employee Lunchrooms, Kitchens, Lounges, Conference Rooms, Lobbies, Hallways and Offices</b>					
<b>Sand Urns- empty</b>					
<b>Refrigerator - Clean exterior (damp cloth)</b>					
Clean chairs with damp cloth					
Empty Wastebaskets (and change liners as needed)					
Clean ledges and counter tops (damp cloth)					
Clean tables					
Vacuum carpet thoroughly					
Clean sinks					
Damp clean exterior of trash container					
Floors, mop and disinfect					
<b>Microwave</b>					
Exterior					
Interior					
<b>TOTAL BASIC SERVICES</b>					<b>\$5,720.00</b>

<b>MONTHLY SERVICES</b>	<b>FREQUENCY</b>		<b>LUMP SUM</b>
	<b>MONTHLY</b>		
<b>Doors</b>			
Clean all non-glass doors & door jams	X		\$40.00
Clean all glass panels next to doors	X		\$60.00
<b>Dusting</b>			
Windows - Blinds	X		\$24.00
Vents/Exhaust	X		\$24.00
Book and Magazine Shelves	X		\$12.00
High dust (above 6 feet)	X		\$30.00
Remove all cobwebs	X		\$20.00
<b>Rest Rooms</b>			
Disinfect walls	X		\$40.00
<b>TOTAL MONTHLY SERVICES</b>			<b>\$250.00</b>

**CUSTODIAL SERVICES  
PROPOSAL FREQUENCY FORM**

**City Park Restrooms -- Buffalo Park, Bushmaster Park, Foxglenn Park, Thorpe Park, Heritage**

COST SUMMARY					
SERVICE	FREQUENCY	UNIT COST	MATED HOURS	EXTENDED PRICE	
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$5,720.00	5	\$68,640.00	
Monthly Services	12-MONTHS - Times 12	\$250.00	12	\$3,000.00	
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>				<b>\$71,640.00</b>	

AS REQUESTED SERVICES		
		LUMP SUM
<b>Windows</b>		
Interior		\$160.00
Exterior		\$200.00
<b>Sofas, Chairs, office chairs &amp; Conference areas</b>		
<b>Shampoo - Note:</b> The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		22 cents a square foot
<b>Floors/Non-Carpeted</b>		
Strip, Wax and Buff include IT Room		45 cents a square foot
Cement floors, strip and seal		
<b>Doors</b>		
Oil all non-glass doors		\$15.00
<b>Dusting</b>		
Beams and HVAC		\$20.00
<b>Refrigerator - Defrost and clean</b>		\$16.00
<b>Lights - Clean (wash fixtures &amp; bulbs)</b>		\$26.5 per man hour
<b>Floors/Carpeted</b>		
Spot clean carpet		\$26.50 per man hour
<b>Shampoo Carpets - Note:</b> Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		22 cents a square foot
Concrete stair wells, sweep/mop		\$26.50 per man hour
<b>Desks - Cleaning/Waxing of desks</b>		\$26.50 per man hour
<b>Walls - Spot clean</b>		\$26.50 per man hour
<b>Sofas, Chairs, office chairs, &amp; Conference areas</b>		
Clean and dust		\$26.50 per man hour

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM  
HAZARDOUS PRODUCTS CENTER (HPC)**

---

Minimum # of staff  
required for each  
visit: Determined  
by Contractor

BASIC SERVICES	FREQUENCY WEEKLY	LUMP SUM
<b>Floors/Non-Carpeted</b>		
Dry and Wet Mop	X	
<b>Floors/Carpeted</b>		
Vacuum	X	
Tables - Clean & Disinfect	X	
File Cabinets and Card Files - Dust/Disinfect	X	
<b>Trash &amp; Recycle Containers</b>		
Empty (change liners as needed)	X	
<b>Ledges and Counter Tops</b> - Damp clean and polish	X	
<b>Rest Rooms</b>		
Clean and sanitize stalls, commodes and urinals	X	
Clean mirrors and shelves	X	
Wash urinals, walls surrounding urinal & toilet partitions	X	
Clean sinks and chrome, fill soap dispensers	X	
Clean and fill napkin disposal and change liner	X	
Wet mop and disinfect	X	
Fill toilet paper dispenser	X	
Spot clean walls, pipe fixtures	X	
Clean walls	X	
Empty trash containers	X	
Damp clean exterior of trash container	X	
Floors, mop and disinfect	X	
<b>TOTAL BASIC SERVICES</b>		<b>\$280.00</b>

COST SUMMARY				
SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER	EXTENDED PRICE

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM  
HAZARDOUS PRODUCTS CENTER (HPC)**

Basic Services (Weekly)	MONTHS - Times 12	\$280.00	1	\$3,360.00
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>				<b>\$3,360.00</b>

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**Wildcat Hill facility**

Minimum # of staff  
required for each

visit: **1 - 2**

FREQUENCY TASK LIST				
BASIC SERVICES	PER DAY	SEMI- WEEKLY	WEEKLY	LUMP SUM
<b>Floors/Carpeted (all areas)</b>				
Vacuum all carpet (under desks, tables, chairs)		x		
Vacuum traffic areas			x	
Spot clean carpet (as needed or as found)		x		
<b>Floors/Non-Carpeted</b>				
Dry Mop			x	
Wet Mop			x	
<b>Concrete Stair Wells</b>				
Concrete stair wells, sweep/mop			N/A	
Concrete stair wells, pick up large debris			N/A	
<b>Doors</b>				
Clean all glass doors and side glasses			x	
<b>Stainless Steel</b> - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).			x	
<b>Stairs, Stair Landing, Walks &amp; Hallways</b>				
Sweep or vacuum (if carpeted)			x	
Wet Mop			x	
<b>Vents</b> - Exhaust Dust			No	
<b>Handrails Stairs and Bridge to Restrooms</b> - Disinfect, spray and wipe all wood handrails			N/A	
<b>Tables/Surfaces</b> - (Ledges / Countertops) - Clean and disinfect			x	
<b>Payphone Area and Elevator</b>				
Disinfect and clean all buttons and handicap buttons (spray and wipe)			N/A	
Wet Mop				
<b>File Cabinets and Card Files</b> - Dust			No	
<b>Water Fountains</b> - Clean and Disinfect			x	
<b>Wastebaskets</b> - Empty (change liners as needed)			x	
<b>Trash &amp; Recycle Containers</b>				
Trash - Empty and replace liner as needed			x	
Recycling - Empty. Do not use plastic liners in employee offices			x	
<b>Dusting</b> - High dusting (6ft to 20 ft)			No	
<b>Dusting</b> - Low dust (to 6 foot height)			No	



**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**Wildcat Hill facility**

FREQUENCY TASK LIST				
BASIC SERVICES	PER DAY	SEMI-WEEKLY	WEEKLY	LUMP SUM
<b>Rest Rooms x 2</b>				
Clean floor drain cover add deodorizer			x	
Clean and sanitize stalls, commodes and urinals				
Clean mirrors and shelves				
Wash urinals, walls surrounding urinal & toilet partitions			x	
Clean sinks and chrome, fill soap dispensers			x	
Clean and fill napkin disposal and change liner			x	
Wet mop and disinfect			x	
Fill toilet paper dispenser			x	
Spot clean walls, pipe fixtures			x	
Clean walls			No	
Empty trash containers			x	
Fill and damp clean seat cover dispenser			N/A	
Damp clean exterior of trash container			x	
Treat all floor drains - 1 gallon of water and disinfect			x	
<b>Employee Lunchroom / Kitchen, lab, conference room and Hallways</b>				
<b>Sand Urns - Empty</b>			N/A	
<b>Refrigerator - Clean exterior (damp cloth)</b>			x	
Clean chairs with damp cloth			x	
Empty Wastebaskets (and change liners as needed)			x	
Clean ledges, counter tops, appliance and furniture (damp cloth)			x	
Clean tables			x	
Vacuum carpet thoroughly			x	
Clean sinks			No	
Damp clean exterior of trash container			x	
Floors, mop and disinfect			x	
<b>Microwave &amp; Toasters</b>				
Clean Interior and Exterior			No	
<b>TOTAL BASIC SERVICES</b>				<b>\$780.00</b>

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**Wildcat Hill facility**

FREQUENCY TASK LIST		
MONTHLY SERVICES	MONTHLY	LUMP SUM
Windows - Entrance glass & slanted glass - Clean	x	\$7.00
Doors - Clean all non-glass doors & door jams	No	\$5.00
Clean all office glass panels next to doors	x	\$5.00
<b>Dusting (Spray and Wipe)</b>		
Windows - Blinds	No	\$5.00
Vents/Exhaust	No	\$5.00
High dust (above 6 feet to 20 feet)	No	\$10.00
Remove all cobwebs	No	\$8.00
Floor Mats - Wash	No	\$10.00
<b>Rest Rooms</b>		
Disinfect and clean all walls	No	\$15.00
<b>Floors - Lobby First Floor, Hallways and Breakrooms</b>		
Buff	x	\$30.00
<b>TOTAL MONTHLY SERVICES</b>		<b>\$100.00</b>

COST SUMMARY				
SERVICE	FREQUENCY	UNIT COST	ATED HOUR S PER SERVICE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$780.00	1.5	\$9,360.00
Monthly Services	12-MONTHS - Times 12	\$100.00	4	\$1,200.00
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>				<b>\$10,560.00</b>

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**Wildcat Hill facility**

<b>AS REQUESTED SERVICES</b>		<b>LUMP SUM</b>
<b>Windows</b> - Interior and Exterior		\$45.00
<b>Doors</b>		
Oil all non-glass doors		\$10.00
<b>Dusting</b>		
All exposed beams		\$16.00
<b>Refrigerator</b> - Defrost and clean		\$16.00
<b>Floors/Non-Carpeted</b>		
<b>Weekly Buffing</b>		
<b>Strip, Wax and Buff</b> - Note: This does not apply to the wood floor in the lobby of City Hall		45 cents a square foot
Cement floors, strip and seal		45 cents a square foot
<b>Lights</b> - Clean (wash fixtures & bulbs)		\$26.5 per man hour
<b>Floors/Carpeted</b>		
Spot clean carpet		\$26.5 per man hour
<b>Shampoo Carpets</b> - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		22 cents a square foot
Concrete stair wells, sweep/mop		\$26.5 per man hour
<b>Desks</b> - Cleaning/Waxing of desks		\$26.5 per man hour
<b>Walls</b> - Spot clean		\$26.5 per man hour
<b>Sofas, Chairs, office chairs, Council Chambers &amp; Conference areas</b>		
Clean and dust		\$26.5 per man hour
<b>Windows</b>		
Interior		\$15.00
Exterior		\$30.00
<b>Sofas, Chairs, office chairs, Council Chambers &amp; Conference areas</b> -		

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**Wildcat Hill facility**

<p><b>Shampoo - Note:</b> The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.</p>		<p style="text-align: right;">22 cents a square foot</p>
--	--	--

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**Rio de Flag facility**

Minimum # of staff  
required for each  
visit: **1 - 2**

FREQUENCY TASK LIST				
BASIC SERVICES	PER DAY	SEMI- WEEKLY	WEEKLY	LUMP SUM
<b>Floors/Carpeted (all areas)</b>				
Vacuum all carpet (under desks, tables, chairs)		x		
Vacuum traffic areas			x	
Spot clean carpet (as needed or as found)		x		
<b>Floors/Non-Carpeted</b>				
Dry Mop			x	
Wet Mop			x	
<b>Concrete Stair Wells</b>				
Concrete stair wells, sweep/mop			N/A	
Concrete stair wells, pick up large debris			N/A	
<b>Doors</b>				
Clean all glass doors and side glasses			x	
<b>Stainless Steel</b> - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).			x	
<b>Stairs, Stair Landing, Walks &amp; Hallways</b>				
Sweep or vacuum (if carpeted)			x	
Wet Mop			x	
<b>Vents</b> - Exhaust Dust			No	
<b>Handrails Stairs and Bridge to Restrooms</b> - Disinfect, spray and wipe all wood handrails			N/A	
<b>Tables/Surfaces</b> - (Ledges / Countertops) - Clean and disinfect			x	
<b>Payphone Area and Elevator</b>				
Disinfect and clean all buttons and handicap buttons (spray and wipe)			N/A	
Wet Mop				
<b>File Cabinets and Card Files</b> - Dust			No	
<b>Water Fountains</b> - Clean and Disinfect			x	
<b>Wastebaskets</b> - Empty (change liners as needed)			x	
<b>Trash &amp; Recycle Containers</b>				
Trash - Empty and replace liner as needed			x	
Recycling - Empty. Do not use plastic liners in employee offices			x	
<b>Dusting</b> - High dusting (6ft to 20 ft)			No	
<b>Dusting</b> - Low dust (to 6 foot height)			No	

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**Rio de Flag facility**

FREQUENCY TASK LIST				
BASIC SERVICES	PER DAY	SEMI-WEEKLY	WEEKLY	LUMP SUM
<b>Rest Rooms</b>				
Clean floor drain cover add deodorizer			x	
Clean and sanitize stalls, commodes and urinals				
Clean mirrors and shelves				
Wash urinals, walls surrounding urinal & toilet partitions			x	
Clean sinks and chrome, fill soap dispensers			x	
Clean and fill napkin disposal and change liner			x	
Wet mop and disinfect			x	
Fill toilet paper dispenser			x	
Spot clean walls, pipe fixtures			x	
Clean walls			No	
Empty trash containers			x	
Fill and damp clean seat cover dispenser			N/A	
Damp clean exterior of trash container			x	
Treat all floor drains - 1 gallon of water and disinfect			x	
<b>Employee Lunchroom / Kitchen, conference room, and Hallways</b>				
<b>Sand Urns - Empty</b>			N/A	
<b>Refrigerator - Clean exterior (damp cloth)</b>			x	
Clean chairs with damp cloth			x	
Empty Wastebaskets (and change liners as needed)			x	
Clean ledges, counter tops, appliance and furniture (damp cloth)			x	
Clean tables			x	
Vacuum carpet thoroughly		x		
Clean sinks			No	
Damp clean exterior of trash container			x	
Floors, mop and disinfect			x	
<b>Microwave &amp; Toasters</b>				
Clean Interior and Exterior			No	
<b>TOTAL BASIC SERVICES</b>				<b>\$700.00</b>

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**Rio de Flag facility**

FREQUENCY TASK LIST		
MONTHLY SERVICES	MONTHLY	LUMP SUM
Windows - Entrance glass & slanted glass - Clean	x	\$7.00
Doors - Clean all non-glass doors & door jams	No	\$5.00
Clean all office glass panels next to doors	x	\$5.00
<b>Dusting (Spray and Wipe)</b>		
Windows - Blinds	No	\$5.00
Vents/Exhaust	No	\$5.00
High dust (above 6 feet to 20 feet)	No	\$10.00
Remove all cobwebs	No	\$8.00
Floor Mats - Wash	No	\$10.00
<b>Rest Rooms</b>		
Disinfect and clean all walls	No	\$15.00
<b>Floors - Lobby First Floor, Hallways and Breakrooms</b>		
Buff	x	\$30.00
<b>TOTAL MONTHLY SERVICES</b>		<b>\$100.00</b>

COST SUMMARY				
SERVICE	FREQUENCY	UNIT COST	TED HOURS PER SERVICE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$700.00	1.5	\$8,400.00
Monthly Services	12-MONTHS - Times 12	\$100.00	4	\$1,200.00
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>				<b>\$9,600.00</b>

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**Rio de Flag facility**

<b>AS REQUESTED SERVICES</b>		<b>LUMP SUM</b>
<b>Windows</b> - Interior and Exterior		\$45.00
<b>Doors</b> Oil all non-glass doors		\$10.00
<b>Dusting</b> All exposed beams		\$16.00
<b>Refrigerator</b> - Defrost and clean		\$16.00
<b>Floors/Non-Carpeted</b> <b>Weekly Buffing</b> <b>Strip, Wax and Buff</b> - Note: This does not apply to the wood floor in the lobby of City Hall		45 cents a square foot
Cement floors, strip and seal		45 cents a square foot
<b>Lights</b> - Clean (wash fixtures & bulbs)		\$26.5 per man hour
<b>Floors/Carpeted</b> Spot clean carpet		\$26.5 per man hour
<b>Shampoo Carpets</b> - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		22 cents a square foot
Concrete stair wells, sweep/mop		\$26.5 per man hour
<b>Desks</b> - Cleaning/Waxing of desks		\$26.5 per man hour
<b>Walls</b> - Spot clean		\$26.5 per man hour
<b>Sofas, Chairs, office chairs, Council Chambers &amp; Conference areas</b> Clean and dust		\$26.5 per man hour
<b>Windows</b> Interior		\$15.00
Exterior		\$30.00
<b>Sofas, Chairs, office chairs, Council Chambers &amp; Conference areas</b> -		



**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**Rio de Flag facility**

<p><b>Shampoo - Note:</b> The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.</p>		<p style="text-align: right;">22 cents a square foot</p>
--	--	--

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

**Minimum # of staff  
required for each**

**visit: Determined by  
Contractor**

FREQUENCY TASK LIST				
BASIC SERVICES	PER DAY	SEMI- WEEKLY	WEEKLY	LUMP SUM
<b>Floors/Carpeted (all areas)</b>				
Vacuum all carpet (under desks, tables, chairs)		x		
Vacuum traffic areas		x		
Spot clean carpet (as needed or as found)				
<b>Floors/Non-Carpeted</b>				
Dry Mop				
Wet Mop		x		
<b>Concrete Stair Wells</b>				
Concrete stair wells, sweep/mop		n/a		
Concrete stair wells, pick up large debris		n/a		
<b>Doors</b>				
Clean all glass doors and side glasses		x		
<b>Stainless Steel</b> - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).				
<b>Stairs, Stair Landing, Walks &amp; Hallways</b>				
Sweep or vacuum (if carpeted)		x		
Wet Mop				
<b>Vents</b> - Exhaust Dust			x	
<b>Handrails Stairs and Bridge to Restrooms</b> - Disinfect, spray and wipe all wood handrails				
<b>Tables/Surfaces</b> - (Ledges / Countertops) - Clean and disinfect		x		
<b>Payphone Area and Elevator</b>				
Disinfect and clean all buttons and handicap buttons (spray and wipe)		n/a		
Wet Mop				
<b>File Cabinets and Card Files</b> - Dust				
<b>Water Fountains</b> - Clean and Disinfect		n/a		
<b>Wastebaskets</b> - Empty (change liners as needed)		x		
<b>Trash &amp; Recycle Containers</b>				
Trash - Empty and replace liner as needed		x		
Recycling - Empty. Do not use plastic liners in employee offices		x		
<b>Dusting</b> - High dusting (6ft to 20 ft)				

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

<b>Dusting - Low dust (to 6 foot height)</b>	x	
--	---	--

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

FREQUENCY TASK LIST				
BASIC SERVICES	PER DAY	SEMI- WEEKLY	WEEKLY	LUMP SUM
<b>Rest Rooms</b>				
Clean floor drain cover add deodorizer		x		
Clean and sanitize stalls, commodes and urinals		x		
Clean mirrors and shelves				
Wash urinals, walls surrounding urinal & toilet partitions		x		
Clean sinks and chrome, fill soap dispensers		x		
Clean and fill napkin disposal and change liner			x	
Wet mop and disinfect		x		
Fill toilet paper dispenser			x	
Spot clean walls, pipe fixtures			x	
Clean walls			x	
Empty trash containers			x	
Fill and damp clean seat cover dispenser				
Damp clean exterior of trash container				
Treat all floor drains - 1 gallon of water and disinfect				
<b>Employee Lunchrooms, Kitchens, Lounges, Council Conference Rooms, Lobbies and Hallways</b>		x		
<b>Sand Urns - Empty</b>				
<b>Refrigerator - Clean exterior (damp cloth)</b>				
Clean chairs with damp cloth				
Empty Wastebaskets (and change liners as needed)		x		
Clean ledges, counter tops, appliance and furniture (damp cloth)		x		
Clean tables		x		
Vacuum carpet thoroughly				
Clean sinks		x		
Damp clean exterior of trash container				
Floors, mop and disinfect		x		
<b>Microwave &amp; Toasters</b>				
Clean Interior and Exterior			x	
<b>TOTAL BASIC SERVICES</b>				<b>\$1,280.00</b>

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

FREQUENCY TASK LIST		
MONTHLY SERVICES	MONTHLY	LUMP SUM
Windows - Entrance glass & slanted glass - Clean	x	\$10.00
Doors - Clean all non-glass doors & door jams		\$10.00
Clean all office glass panels next to doors	x	\$10.00
<b>Dusting (Spray and Wipe)</b>		
Windows - Blinds		\$8.00
Vents/Exhaust	x	\$8.00
High dust (above 6 feet to 20 feet)	x	\$15.00
Remove all cobwebs	x	\$8.00
<b>Floor Mats - Wash</b>		\$10.00
<b>Rest Rooms</b>		
Disinfect and clean all walls	x	\$20.00
<b>Floors - Lobby First Floor, Hallways and Breakrooms</b>		
Buff		\$40.00
<b>TOTAL MONTHLY SERVICES</b>		<b>\$139.00</b>

COST SUMMARY				
SERVICE	FREQUENCY	UNIT COST	ATED HOUR S PER SERVICE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$1,280.00	2.5	\$15,360.00
Monthly Services	12-MONTHS - Times 12	\$139.00	4	\$1,668.00
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>				<b>\$17,028.00</b>

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

<b>AS REQUESTED SERVICES</b>		
		<b>LUMP SUM</b>
<b>Windows</b> - Interior and Exterior	X	\$45.00
<b>Doors</b> Oil all non-glass doors		\$10.00
<b>Dusting</b> All exposed beams		\$16.00
<b>Refrigerator</b> - Defrost and clean		\$16.00
<b>Floors/Non-Carpeted</b> <b>Weekly Buffing</b> <b>Strip, Wax and Buff</b> - Note: This does not apply to the wood floor in the lobby of City Hall	X	45 cents a square foot
Cement floors, strip and seal		45 cents a square foot
<b>Lights</b> - Clean (wash fixtures & bulbs)	X	\$26.5 per man hour
<b>Floors/Carpeted</b> Spot clean carpet	X	\$26.5 per man hour
<b>Shampoo Carpets</b> - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.	X	22 cents a square foot
Concrete stair wells, sweep/mop		\$26.5 per man hour
<b>Desks</b> - Cleaning/Waxing of desks		\$26.5 per man hour
<b>Walls</b> - Spot clean		\$26.5 per man hour
<b>Sofas, Chairs, office chairs, Council Chambers &amp; Conference areas</b> Clean and dust		\$26.5 per man hour
<b>Windows</b> Interior	X	\$15.00
Exterior	X	\$30.00
<b>Sofas, Chairs, office chairs, Council Chambers &amp; Conference areas</b> -		

**CUSTODIAL SERVICES  
PROPOSAL AND FREQUENCY FORM**

<p><b>Shampoo - Note:</b> The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.</p>		<p>22 cents a square foot</p>
--	--	-------------------------------

## EXHIBIT B

### TERMS AND CONDITIONS (CITY-WIDE CUSTODIAL CONTRACT)

#### IN GENERAL

**1. PARTIES:**

1.1 The City of Flagstaff ("City") and the contractor identified in the underlying Contract ("Contractor") may be referred to individually as "Party" or collectively as "Parties."

1.2 Where the term "Employee(s)" is used in the Contract, it refers to the employees or subcontractors of Contractor.

**2. NOTICE TO PROCEED:** Contractor shall not commence performance until after the City has issued a Notice to Proceed.

**3. LICENSES AND PERMITS:** Contractor at its own expense shall maintain current federal, state, and local licenses, permits, and approvals required for performance of the Contract and provide copies to City upon request.

**4. COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state, and local laws, regulations, standards, codes, and ordinances in performance of the Contract.

**5. NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, the Contract is non-exclusive, and the City reserves the right to contract with others for materials or services.

**6. SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity shall constitute an express warranty that all materials and/or services to be provided to City shall be of the same quality and conformity.

#### MATERIALS

**7. PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract and such order will reference the Contract number.

**8. QUALITY:** Contractor warrants that all materials supplied under the Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials and will be safe and appropriate for use as normally used. The City's inspection, testing, acceptance, or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.

**9. MATERIALS:** Contractor shall furnish cleaners, disinfectants, waxes, wax stripping materials, wastebasket liners, and any other product necessary to provide the custodial services. Contractor's products, services, and facilities will be in full compliance with all applicable federal, state, and local health, environmental, and safety laws, regulations, standards, codes, and ordinances, regardless of whether or not they are referred to by the City. Contractor shall use "green seal" compliant cleaning products in those City facilities that may choose to do so. The City reserves the right to require that Contractor change



cleaning materials if Contractor's cleaning products are not, in the City's opinion, providing effective sanitation, desired finish or durability, and/or a clean appearance.

10. **EMERGENCY PURCHASES:** The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by Contractor.
11. **ACCEPTANCE:** All materials and services provided by the Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.
12. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all manufacturer's warranties to the City upon the City's acceptance of the materials.
13. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery, and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.
14. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.
15. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor may not substitute nonconforming materials and/or services. Delivery of nonconforming materials and/or services, or a default of any nature, shall constitute a breach of the Contract as a whole.
16. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.
17. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens, other than the security interest held by Contractor, until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.
18. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule or both. Any claim for adjustment shall be evidenced in writing and approved by the Purchasing Director prior to the institution of the change.

## **PAYMENT**

19. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed at each individual facility. Invoices shall include the Contract and/or Purchase Order number and dates when goods had been shipped or work performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory materials

and/or services received and accepted by City.

20. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.
21. **TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of the Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.  
  
Exception: The City will pay any taxes which are specifically identified as a line-item dollar amount in Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.
22. **FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.
23. **FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by the City.
24. **AMOUNTS DUE TO THE CITY:** Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and charges owed to the City under the Contract.
25. **OFAC:** No payments may be made to any person in violation of Office of Foreign Assets Control regulations. 31 C.F.R. Part 501.

## **SERVICES**

26. **INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.
27. **CONTROL:** Contractor shall be responsible for the control of the work.
28. **WORK SITE:** Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.
29. **SAFEGUARDING PROPERTY:** Contractor shall be responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.
30. **QUALITY:** All work shall be of good quality and free of defects, and performed in a diligent

and professional manner.

31. **ACCEPTANCE:** If the City rejects Contractor's work due to noncompliance with the Contract, the City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.
32. **WARRANTY:** Contractor warrants all work for a period of one (1) year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed, or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be liable for the costs. This one (1) year warranty is in addition to and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

### **INSPECTION, RECORDS, ADMINISTRATION**

33. **RECORDS:** The City shall have the right to inspect and audit all of Contractor's books and records related to the Contract for up to five years after completion of the Contract.
34. **RIGHT TO INSPECT BUSINESS:** The City shall have the right to inspect the place of business of Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.
35. **PUBLIC RECORDS:** The Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law. A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential," the City will endeavor to notify Contractor prior to release of such information.
36. **CONTRACT ADMINISTRATION:** Contractor will be required to participate in the City's contract administration process. Contractor will be closely monitored for Contract compliance and will be required to promptly correct any deficiencies.

### **INDEMNIFICATION**

37. **GENERAL INDEMNIFICATION:** Contractor shall indemnify and hold the City and its officers, agents, employees, and subcontractors harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense, arising out of the acts, errors, or omissions of Contractor, its officers, agents, employees, and subcontractors, in performing or failing to perform the responsibilities identified in the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects, and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

## **CONTRACT CHANGES**

38. **COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the Parties.
39. **AMENDMENTS:** The Contract may be amended by written agreement of the Parties.
40. **SEVERABILITY:** If any term or provision of the Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted, and the remainder of the Contract shall remain in full force and effect.
41. **NO WAIVER:** Both Parties have the right to insist upon strict performance of the Contract, and the prior failure of a Party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.
42. **ASSIGNMENT:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. Any assignment without such consent shall be null and void. No assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to the City. The Purchasing Director shall have authority to consent to an assignment on behalf of the City.
43. **BINDING EFFECT:** The Contract shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

## **EMPLOYEES AND SUBCONTRACTORS**

44. **SUBCONTRACTING:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. The City reserves the right to withhold consent if the subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.
45. **SECURITY INQUIRIES:** Contractor must ensure that their Employees undergo a background check and drug test before starting work under the Contract. Contractor must provide the results to the City and its supervisors upon request. The City reserves the right to accept or reject any or all of the Employees proposed by the Contractor for work under the Contract. If an Employee is rejected by the City for work under the Contract, the Contractor may still employ them for other non-City related work. However, the Contractor must obtain prior written approval from the City before proposing the rejected Employee for work under any other City contracts or engagements.
46. **MATERIALITY OF BACKGROUND SCREENING REQUIREMENTS AND INDEMNITY:** Any breach of the background and security requirements of the Contracts shall be deemed a material breach of the Contract. In addition to any other indemnification provision in the Contract, Contractor shall defend, indemnify, and hold harmless the City from and against any and all claims, actions, liabilities, damages, losses, and expenses (Claims) arising out

of this duty, including Contractor's disqualification of any Employee or the City's failure to enforce this section.

47. **NONDISCRIMINATION:** Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, or familial status and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. In addition, any Contractor whose business is located within City of Flagstaff limits shall comply with the Flagstaff City Code, Chapter 14-02, *Civil Rights*, which also prohibits discrimination based on sexual orientation or gender identity or expression.
48. **DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.
49. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the employees of the Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

#### **BADGE, KEY, AND/OR PROXIMITY ACCESS CARD HANDLING PROCEDURES**

50. **STOLEN OR LOST:** If an Employee is provided a badge, key, and/or proximity access card, Contractor shall immediately report any lost or stolen badge, key, and/or proximity access card to the Site Representative and/or City Representative. Contractor shall be responsible for payment of the applicable fee prior to issuance of a new badge, key, and/or proximity access card.
51. **RETURN:** All badges, keys, and/or proximity access cards are the property of the City of Flagstaff and must be returned to the Site Representative and/or City Representative immediately after the Employee's access to a City facility is no longer required under the Contract. Contractor shall collect the badges, keys, and/or proximity access cards when there is an Employee resignation, transfer, lay-off, medical leave, termination, leave of absence, or when the Contract terminates, is cancelled, or expires, whichever occurs first.
52. **EMPLOYEE IDENTIFICATION AND ACCESS:** Employees must have some form of verifiable company identification in their possession at all times while working under the Contract. An Employee's access authority is only valid during their scheduled hours. Contractor shall provide the City with updates and changes in personnel as they occur.

## **PERFORMANCE**

### **53. CONTRACT PERFORMANCE**

- 54.1 Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities. The City Representative and/or Site Representative will decide all questions which may arise as to the quality and acceptability of any work performed under the Contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify Contractor in writing.
- 54.2 If the Site Representative and/or City Representative provides written notice of unsatisfactory performance to Contractor, the Site Representative and/or City Representative will define the period of time to correct the unsatisfactory performance (dependent upon the circumstances). In the event the unsatisfactory performance is not corrected within the time specified, the City will have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover from any balances due or to become due Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the Contract for default.

### **54. CITY-PROVIDED RESOURCES**

- 55.1 Storage Space:
- 55.1.1 The City will provide Contractor storage space and utilities at the relevant City facilities as reasonably necessary for the performance of the Scope of Work at no cost to Contractor. Internet, phone connections, and services are not included in the utilities provided by the City.
- 55.1.2 The use of City-provided storage space will be on a space available basis and subject to the approval of the City. Where applicable, the City will provide storage rooms and janitor closets for supplies and charging equipment.
- 55.1.3 City-provided space will be maintained in a clean, safe manner in accordance with all applicable codes and regulations and is subject to inspection at all times. Janitorial storage closets must remain closed and locked at all times.
- 55.1.4 No materials or equipment will be stored or temporarily set in restrooms or other spaces accessible to the public.
- 55.1.5 If storage is in an electrical closet, a minimum of thirty-six inches will be provided in front of all electrical panels. The width of working space in front of the electrical equipment will be the width of the equipment or thirty inches, whichever is greater. In all cases, the workspace must permit at least a ninety-degree opening of equipment doors or hinged panels.
- 55.1.6 Contractor will not use the space provided by the City to support any other functions of the company. The City reserves the right to evict Contractor from the office or storage space if Contractor violates this requirement.

55.1.7 Any changes to the space must be approved by the City and are at Contractor's expense.

55.2 Badges, keys, and/or proximity access cards: The City will provide Contractor badges, keys, and/or proximity access cards necessary for the performance of the Contract. Contractor will exercise all reasonable efforts to ensure the safe keeping of City-provided badges, keys and/or proximity access cards. Contractor is required to perform an annual audit of the badges, keys and/or proximity access cards and submit to the City. Any lost badges, keys and/or proximity access cards shall be reported immediately to Site Representative.

## **55. CONTRACTOR-PROVIDED RESOURCES**

56.1 Uniforms: Uniforms shall consist of a shirt with company logo and approved pants, skirts, or dresses. If jackets or sweaters are worn, they shall coordinate with the uniform and clearly bear the company logo. Employees shall be in an approved uniform that is clean, neat, and free from tears, holes, frayed edges, and body odor. Open-toed shoes, shorts, and non-company logo hats/caps/beanies are not acceptable. Contractor must submit a description and photo of proposed uniform for the City's approval to ensure the uniform is professional/appropriate.

56.2 Office Equipment: If applicable, Contractor shall provide office equipment, such as desks, computers, phones, and copiers. All internet, phone connections, and services will be provided by Contractor.

56.3 Vehicles: Contractor shall be responsible for providing all support vehicles required to effectively and efficiently operate, manage, and support the services necessary to fulfill the requirements of the Contract. Vehicles driven on the airfield shall be marked with the company name and/or logo approved by the City.

56.4 Communication Devices/Cell Phones: Contractor must provide cellular communication devices to shift supervisors and necessary Employees.

## **56. CONTRACTOR TRANSITION**

57.1 Onboarding of Contractor: Contractor must attend start-up meetings with the City no less than 30-45 days prior to the Contract start date. Such meetings may include a walk-through of the pertinent City facility. The intent of the meeting is to review the proposed transition plan and expectations.

57.2 Offboarding of Contractor: Thirty (30) days prior to the end of the Contract, Contractor Representative, the City Representative, and the Site Representative shall schedule a walk-through inspection of the pertinent City facility to review cleanliness. If the cleanliness level is below cleaning standards established by the terms, conditions, and provisions of the Contract, Contractor shall correct issues identified to meet cleaning standards prior to the Contract termination date. If cleaning standards have not been corrected by Contractor by that date, the City shall be credited 50% of Contractor invoiced cost from the last monthly invoice for the location not meeting standards.

- 57.3 At the termination of the Contract, or at the request of the City Representative and/or Site Representative, Contractor must return all security badges, keys, proximity access cards, and all other City property issued to Contractor. Contractor may be held liable for replacement costs and any locksmith costs to rekey and reprogram these items if not returned. Funds may be withheld from any amounts otherwise due and payable to Contractor.
- 57. COMMUNICATION IN ENGLISH:** It is mandatory that Contractor's lead person assigned to any City facility can speak, read, and write in English to effectively communicate with City staff.
- 58. EMPLOYEE PARKING AND TRANSPORTATION:** Contractor is fully responsible for any logistics regarding the parking of Employee vehicles and transportation of Employees to/from the site assignment to arrive and/or leave at the start or end times of the Employee's work schedule.
- 59. ADDITIONAL SERVICES:** The City may request custodial services for areas not specified in the Contract if other custodial services are deemed necessary. These additional services will be covered within Contractor's proposed hourly rate as specified in the Fee Schedule and/or Scope of Work.
- 60. ALTERATION OF WORK:** The City reserves the right to make alterations in specific work hours as necessary or desirable. Such changes will not invalidate the Contract or release the surety. Contractor agrees to perform the work as altered, the same as if it had been a part of the original Contract.

#### **DEFAULT AND TERMINATION**

- 61. TERMINATION FOR NONAPPROPRIATION OF FUNDS:** The City may terminate all or a portion of the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.
- 62. TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, the Contract may be terminated in whole or part by the City for convenience upon thirty (30) days' written notice, without further penalty or liability to Contractor. If the Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination.
- 63. TERMINATION FOR DEFAULT:** Prior to terminating the Contract for a material breach, the non-defaulting Party shall give the defaulting Party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting Party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches, the non-defaulting Party may elect to terminate Contract by providing written notice to the defaulting Party, which shall be effective upon receipt. In the event of default, the Parties may execute all remedies available at law in addition to the Contract remedies provided for herein (including Liquidated Damages).



**64. CONDITIONS AND CAUSES FOR TERMINATION FOR DEFAULT**

64.1 The City reserves the right to cancel the whole or any part of the Contract due to failure of Contractor to carry out any term, promise, or condition of the Contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:

64.1.1 In the opinion of the City, Contractor provides personnel who do not meet the requirements of the Contract;

64.1.2 In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions, or services/specifications required in the Contract;

64.1.3 In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products, or workmanship which are of an unacceptable quality;

64.1.4 Contractor fails to furnish the required service and/or product within the time stipulated in the Contract; and/or

64.1.5 In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the Contract and/or give the City a positive indication that Contractor will not or cannot perform to the requirements of the Contract.

**65. TERMINATION DUE TO INSOLVENCY:** If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate the Contract, and Contractor is deemed in default, at any time if Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.

**66. PAYMENT UPON TERMINATION:** Upon termination of the Contract, the City will pay Contractor for satisfactory performance up until the effective date of termination. The City shall make final payment within thirty (30) days from receipt of Contractor's final invoice.

**67. CANCELLATION FOR GRATUITIES:** The City may cancel the Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with award or performance of the Contract.

**68. CANCELLATION FOR CONFLICT OF INTEREST:** Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three (3) years after its execution, without penalty or further liability to Contractor.

**69. SUSPENSIONS OF WORK:** The City reserves the right to suspend work wholly or in part if deemed necessary for the best interest of the City. This suspension will be without

compensation to Contractor, other than to adjust the Contract completion/delivery requirements.

- 70. CONTINUATION DURING DISPUTES:** Contractor agrees that notwithstanding the existence of any dispute between the Parties, insofar as is possible, under the terms of the Contract, Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.
- 71. ASSIGNMENT OF DUTIES:** During the Contract term, if the City determines that Contractor’s performance is deficient and the deficiencies are not resolved in a manner satisfactory to the City and in compliance with Contract requirements, the City reserves the right to assign some or all these services to another custodial contractor until the City, in its sole discretion, determines that Contractor’s performance deficiencies are resolved. The City may recover the excess costs for such services by: (1) deduction from Contractor’s unpaid balance due; (2) collection against the performance bond; or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- 72. OBLIGATIONS:** Contractor will not assert the failure or performance deficiencies of any other custodial contractor as justification for Contractor’s own failure to perform any performance obligation under the Contract.

**LIQUIDATED DAMAGES**

- 73. GENERAL:** In addition to any other remedy available to the City at law or in equity, Contractor will be liable for and must pay to the City the amounts listed below for each violation by Contractor. The Parties further agree that the violations below will result in the City incurring damages that are impractical or impossible to determine, and Contractor agrees that the amounts listed below are reasonable approximation of such damages. The City may impose liquidated damages as follows:

Item No.	Description	Fee
1.	Insufficient Employees to provide satisfactory performance.	\$50 per violation
2.	Recurring issues of insufficient performance that have been previously reported by not rectified.	\$50 per violation
3.	Re-inspection of work not performed correctly as determined by the City Representative and/or Site Representative requiring corrective action and reinspection.	\$50 per re-inspection
4.	Failure to meet response times stated in the Contract for emergency calls, bio-fluid and spill clean-up, and unsatisfactory cleaning performance.	\$200 per violation

5.	Contractor Employees not in uniforms.	\$50 per violation
6.	Wastewater from cleaning equipment not filtered/strained prior to dumping into City sanitary systems.	\$1,000 per violation
7.	An Employee possessing a deadly weapon as defined by Arizona Law (A.R.S. § 13-3101(A)(1)).	\$2,000 per violation
8.	Contractor and/or its Employees failure to comply with drug and alcohol policies of the City.	\$1,000 per violation

74. **NOTICE:** Prior to the imposition of a liquidated damages assessment, Contractor will be notified in writing by the City. The City's notice will include a brief narrative apprising Contractor of the time, place, and nature of the violation(s). The notice will set forth those facts substantiating the violation. Contractor will be afforded an opportunity to respond, in writing, within twenty-four (24) hours from date and time of the notice. Contractor's failure to respond within this specified time will be deemed that the violation occurred.
75. **CURE:** Contractor must agree to properly cure any default within 24 hours to three (3) calendar days (depending on the circumstance) from the date the written notice of default is sent by the City to correct any unsatisfactory performance. If, in the opinion of the City, the unsatisfactory condition is not corrected within the time specified, then liquidated damages may be applied at the discretion of the City Representative and/or their designee.
76. **PAYMENT OF LIQUIDATED DAMAGES:** All amounts owed by Contractor are due and payable to the City within thirty (30) calendar days from the date of the notice of violation. The amount payable will be deducted from Contractor's invoice on the next month's invoice statement. Any amount unpaid after 30 days is delinquent and is subject to a delinquent account fee.

**MISCELLANEOUS**

77. **COOPERATIVE PURCHASE CONTRACTS:** Contractor may enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to sell materials and services to any member of a cooperative group under the same pricing, terms, and conditions of the Contract awarded to the Contractor based upon the competitive procurement process used by the City of Flagstaff for the Contract.
78. **ADVERTISING:** Contractor shall not advertise or publish information concerning the Contract with the City without the prior written consent of the City.
79. **NOTICES:** All notices given pursuant to the Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other Party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be sent by email as a secondary form of notice.
80. **THIRD PARTY BENEFICIARIES:** The Contract is intended for the exclusive benefit of the Parties. Nothing herein is intended to create any rights or responsibilities to third parties.

- 81. GOVERNING LAW:** The Contract shall be construed in accordance with the laws of Arizona.
- 82. FORUM:** In the event of litigation relating to the Contract, any action at law or in equity shall be filed in Coconino County, Arizona.
- 83. ATTORNEYS' FEES:** If any action at law or in equity is necessary to enforce the terms of the Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees, and expenses.
- 84. FORCE MAJEURE:**
- 84.1 There may be events that occur during the term of the Contract that are beyond the control of both the City and Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God ("Events"). These Events may result in a temporary delay of contractual deliverables or the permanent inability to provide the contractual deliverables that are the subject of the Contract.
- 84.2 There shall be no claims arising from a temporary delay of contractual deliverables or the permanent inability to provide the contractual deliverables caused by the Events, and the City shall not pay additional costs incurred by Contractor as a result of such Events.
- 84.3 The Parties shall act in good faith to extend the Contract completion date without any penalty to Contractor and the extension will be in an amount of time equal to any temporary delay. This provision of the Contract supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.
- 85. NO BOYCOTT OF ISRAEL:** Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees, and the Contract is worth at least one-hundred thousand dollars and no cents (\$100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.
- 86. FORCED LABOR OF ETHNIC UYGHURS:** If Contractor engages in for-profit activity and has ten (10) or more employees, pursuant to A.R.S. §35-394, the Contractor certifies that it does not currently, and agrees for the duration of the Contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the company is not in compliance with the written certification, Contractor shall notify the City within five (5) business days after becoming aware of the noncompliance. If the Contractor does not provide the City with a written certification that the Contractor has remedied the noncompliance within 180 days after notifying the City of the noncompliance, the Contract terminates, except that if the Contract termination date occurs before the end of the remedy period the Contract terminates on the Contract termination date.

**EXHIBIT C**

**INSURANCE REQUIREMENTS (CITY-WIDE CUSTODIAL CONTRACT)**

\*The term "Contractor" may substitute for the term "vendors," "consultants," or "firms," depending on the purpose of the underlying Contract.

1. **IN GENERAL:** Contractor shall maintain insurance against claims for injury to persons or damage to property arising from performance of or in connection with the Contract by Contractor, its agents, representatives, employees, and/or subcontractors.
2. **REQUIREMENT TO PROCURE AND MAINTAIN:** Each insurance policy required by the Contract shall be in effect at, or before, commencement of work under the Contract and shall remain in effect until all of Contractor's obligations under the Contract have been met, including any warranty periods. Contractor's failure to maintain the insurance policies as required by the Contract, or to provide timely evidence of renewal, will be considered a material breach of the Contract.
3. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** The following insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City does not represent or warrant that the minimum limits set forth in the Contract are sufficient to protect Contractor from liabilities that might arise out of the Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

Where applicable, as related to the Scope of Work, Contractor shall provide coverage at least as broad and with limits not less than those stated below.

a. Commercial General Liability - Occurrence Form

General Aggregate	\$2,000,000
Products/Completed Operations	\$1,000,000
Each Occurrence	\$1,000,000

b. Umbrella Coverage \$2,000,000

c. Automobile Liability

Any Automobile or Owned, Hired, and Non-owned Vehicles	\$1,000,000
Combined Single Limit Per Accident for Bodily Injury & Property Damage	

d. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$1,000,000
Disease - Each Employee	\$1,000,000
Disease - Policy Limit	\$1,000,000

4. **SELF-INSURED RETENTION:** Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that Contractor reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and/or subcontractors. Contractor shall be solely responsible for any self-insured retention amounts. The City at its option may require Contractor to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.
5. **OTHER INSURANCE REQUIREMENTS:** The insurance policies shall contain, or be endorsed to contain, the following provisions:
- a. Additional Insured: In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired, or borrowed by Contractor.
  - b. Broad Form: Contractor's insurance policy shall contain broad form contractual liability coverage.
  - c. Primary Insurance: Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and/or subcontractors. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and/or subcontractors shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.
  - d. Each Insured: Contractor's insurance policies shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - e. Not Limited: Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.
  - f. Waiver of Subrogation: The insurance policies shall contain a waiver of subrogation against the City, its officers, officials, agents, employees, and/or subcontractors for losses arising from work performed by Contractor for the City.
6. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, and/or reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Procurement Agent and shall reference the Contract Number.
7. **ACCEPTABILITY OF INSURERS:** Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

8. **CERTIFICATES OF INSURANCE:** Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.
9. **POLICIES:** The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by the Contract. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under the Contract.
10. **MODIFICATIONS:** Any modification or variation from the insurance requirements in the Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Christopher Phair, Transportation Planner  
**Co-Submitter:** Martin Ince  
**Date:** 06/12/2024  
**Meeting Date:** 06/18/2024



---

**TITLE:**

**Consideration and Approval of Grant Agreement:** Safe Streets and Roads for All Grant Agreement between the City of Flagstaff and the U.S. Department of Transportation Federal Highway Administration for the Butler Avenue Complete Streets Conversion project.

**STAFF RECOMMENDED ACTION:**

1. Approve the Grant Agreement with the Federal Highway Administration in the amount of \$12,014,989 of which \$9,611,991 is Federal Highway Administration share, and \$2,402,998 is City of Flagstaff share as part of a grant match; and
2. Authorize the City Manager to execute all necessary documents.

**Executive Summary:**

The Butler Avenue Complete Streets Conversion is a holistic Safe Systems Approach project emphasizing Safer Roads, Safer People and Safer Speeds. For Safer Roads, it will convert 0.9 miles of arterial road in the urban center of Flagstaff to a Complete Street. This includes the construction of fully separated bike lanes along both sides of Butler Avenue, enhanced pedestrian facilities, accessibility improvements, protected intersection features at three major intersections, enhancement of the existing Rapid Flashing Beacon crossing at Humphreys St and Butler Ave, and construction of a new enhanced crossing at O'Leary St and Butler Ave. A comparison of crash history and speed studies prior to and following the project will evaluate the success of this work. This project is designed to improve walking and biking on Butler Ave and to reduce the number and severity of conflicts between vehicles and vulnerable roadway users along the corridor. This project is the result of extensive research and outreach to community members throughout the Southside Neighborhood.

**Financial Impact:**

Project Name: Butler Avenue Complete Streets Conversion  
Cost: \$12,014,989  
Account Number Budgeted: 048-10-120-3516-6-4441  
FY Budgeted Amount: 2025; \$1,000,000; 2026: \$5,507,495; 2027: \$5,507,494  
Grant Funded: Yes, with City match  
Funding Source: U.S. Department of Transportation, Federal Highway Administration

**Policy Impact:**

None.

**Previous Council Decision or Community Discussion:**

Council adopted in 2022 and approved an amendment in 2023 to the Active Transportation Master Plan to include this project.



## **Options and Alternatives to Recommended Action:**

1. Approve the Grant Agreement; or
2. Not approve Grant Agreement which would prevent \$9,611,991 of financial benefit to the City of Flagstaff for improving pedestrian and cyclist safety through the urban center of Flagstaff.

## **Connection to PBB Priorities and Objectives:**

**Safe & Healthy Community:** Promote physical and mental well-being through providing recreational opportunities, parks, open space, and active transportation options

**Sustainable and Innovative Infrastructure:** Provide, manage, and maintain effective infrastructure for multimodal and active transportation

**Livable Community:** Provide amenities and activities that support a healthy lifestyle

## **Connection to Regional Plan:**

Policy T.1.1. Integrate a balanced, multimodal, regional transportation system.

Policy T.1.2. Apply Complete Street Guidelines to accommodate all appropriate modes of travel in transportation improvement projects.

Policy T.1.6. Provide and promote strategies that increase alternate modes of travel and demand for vehicular travel to reduce peak period traffic.

Policy T.2.1. Design infrastructure to provide safe and efficient movement of vehicles, bicycles, and pedestrians.

Policy T.3.2. Promote transportation systems that reduce the use of fossil fuels and eventually replace with carbon neutral alternatives.

## **Connection to Carbon Neutrality Plan:**

**Decreased Dependence on Cars**

DD-2: Create inclusive networks for walking and biking that are continuous, attractive, safe, comprehensive, and

convenient for people of all ages.

DD-3: Encourage Flagstaff residents and visitors to walk, bike, roll and take the bus.

## **Connection to 10-Year Housing Plan:**

5.8 Prioritize Capital Improvement Projects that facilitate affordable housing.

## **Connection to Division Specific Plan:**

**Active Transportation Master Plan Policies:**

1.1 Implement networks for walking and biking that are continuous, attractive, safe, comprehensive, and convenient.

1.2 Provide frequent and comfortable crossings to eliminate barriers and avoid breaks in pedestrian and bicycle networks.

1.7 Identify and take advantage of opportunities to fund and implement the pedestrian and bicycle network.

4.5 Verify that walking and biking facilities allow and encourage safe behavior for all users.

---

**Attachments:**     [Final Grant Agreement](#)  
                          [SS4A FY2023 Exhibits](#)  
                          [SS4A FY2023 Terms and Conditions](#)

- |  |  |   |             |                  |             |                      |     |              |     |        |              |  |
|--|--|---|-------------|------------------|-------------|----------------------|-----|--------------|-----|--------|--------------|--|
| <p><b>1. Federal Award No.</b><br/>693JJ32440443</p>   | <p><b>2. Effective Date</b><br/>See No. 16 Below</p>   | <p><b>3. Assistance Listings No.</b><br/>20.939</p> |             |                  |             |                      |     |              |     |        |              |  |
| <p><b>4. Award To</b><br/>City of Flagstaff<br/>211 West Aspen Avenue<br/>Flagstaff, Arizona 86001-5359</p> <p>Unique Entity Id.: XMMUMPKTLVQ3<br/>TIN No.: 86-6000244</p> | <p><b>5. Sponsoring Office</b><br/>U.S. Department of Transportation<br/>Federal Highway Administration<br/>Office of Safety<br/>1200 New Jersey Avenue, SE<br/>HSSA-1, Mail Drop E71-117<br/>Washington, DC 20590</p>   |   |             |                  |             |                      |     |              |     |        |              |  |
| <p><b>6. Period of Performance</b><br/>Effective Date of Award – 5 years<br/>from the Effective Date of Award</p>  | <p><b>7. Total Amount</b></p> <table border="0" style="width: 100%;"> <tr> <td>Federal Share:</td> <td style="text-align: right;">\$9,611,991</td> </tr> <tr> <td>Recipient Share:</td> <td style="text-align: right;">\$2,402,998</td> </tr> <tr> <td>Other Federal Funds:</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Other Funds:</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Total:</td> <td style="text-align: right;">\$12,014,989</td> </tr> </table> | Federal Share:                                      | \$9,611,991 | Recipient Share: | \$2,402,998 | Other Federal Funds: | \$0 | Other Funds: | \$0 | Total: | \$12,014,989 |  |
| Federal Share:   | \$9,611,991  |   |             |                  |             |                      |     |              |     |        |              |  |
| Recipient Share:   | \$2,402,998  |   |             |                  |             |                      |     |              |     |        |              |  |
| Other Federal Funds:   | \$0  |   |             |                  |             |                      |     |              |     |        |              |  |
| Other Funds:   | \$0  |   |             |                  |             |                      |     |              |     |        |              |  |
| Total:   | \$12,014,989   |   |             |                  |             |                      |     |              |     |        |              |  |
| <p><b>8. Type of Agreement</b><br/>Grant</p>   | <p><b>9. Authority</b><br/>Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”)</p>   |   |             |                  |             |                      |     |              |     |        |              |  |
| <p><b>10. Procurement Request No.</b><br/>HSA240281PR</p>  | <p><b>11. Federal Funds Obligated</b><br/><b>Base Phase:</b> Pre-NEPA: \$160,000</p>   |   |             |                  |             |                      |     |              |     |        |              |  |
| <p><b>12. Submit Payment Requests To</b><br/>See Article 5.</p>  | <p><b>14. Accounting and Appropriations Data</b><br/>15X0174E50.0000.055SR40500.5592000000.41010.61006600</p>  |   |             |                  |             |                      |     |              |     |        |              |  |

**13. Description of the Project**

The Butler Avenue Complete Streets Conversion is a holistic Safe Systems Approach project emphasizing Safer Roads, Safer People and Safer Speeds. For Safer Roads, it will convert 0.9 miles of arterial road in the urban center of Flagstaff to a Complete Street.

**RECIPIENT**

**15. Signature of Person Authorized to Sign**

\_\_\_\_\_  
Signature Date  
Name: Greg Clifton  
Title: City Manager

**FEDERAL HIGHWAY ADMINISTRATION**

**16. Signature of Agreement Officer**

\_\_\_\_\_  
Signature Date  
Name: Hector Santamaria  
Title: Agreement Officer

## U.S. DEPARTMENT OF TRANSPORTATION

### GRANT AGREEMENT UNDER THE FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "USDOT") Federal Highway Administration (the "FHWA") and the City of Flagstaff (the "Recipient").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the Butler Avenue Complete Streets Conversion.

The parties therefore agree to the following:

#### ARTICLE 1 GENERAL TERMS AND CONDITIONS

##### 1.1 General Terms and Conditions.

- (a) In this agreement, "General Terms and Conditions" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2023 Safe Streets and Roads for All ("SS4A") Grant Program," which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2023." Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2  
APPLICATION, PROJECT, AND AWARD**

**2.1 Application.**

Application Title: Butler Avenue Complete Streets Conversion

Application Date: 7/7/2023

**2.2 Award Amount.**

SS4A Grant Amount: \$9,611,991

**2.3 Federal Obligation Information.**

Federal Obligation Type: Multiple

<b>Obligation Condition Table</b>		
<b>Phase the Project</b>	<b>Allocation of the SS4A Grant</b>	<b>Obligation Condition</b>
<b>Base Phase: Pre-NEPA</b>	\$160,000	

### Obligation Condition Table

Phase the Project	Allocation of the SS4A Grant	Obligation Condition
<p><b>Phase 1: Final Design, Right-of-Way, and Utility Relocation</b></p>	<p>\$1,859,517.00</p>	<p>The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the final design and construction of an Implementation Project unless and until:</p> <ol style="list-style-type: none"> <li data-bbox="805 569 1409 821">(1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (“NEPA”), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) (“NHPA”), and any other applicable environmental laws and regulations have been met; and</li> <li data-bbox="805 842 1414 1052">(2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and</li> <li data-bbox="805 1073 1406 1507">(3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA’s notification. Recipient shall not proceed with any such advance activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement.</li> </ol> <p>Extent of activities that are permissible before NEPA is complete are those activities constituting “preliminary design” as specified in FHWA Order 6640.1A.</p>

<b>Obligation Condition Table</b>		
<b>Phase the Project</b>	<b>Allocation of the SS4A Grant</b>	<b>Obligation Condition</b>
<b>Phase 2: Construction</b>	\$7,592,474.00	<p>The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the construction or final design and construction of an Implementation Project unless and until:</p> <p>(1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (“NEPA”), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) (“NHPA”), and any other applicable environmental laws and regulations have been met; and</p> <p>(2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and</p> <p>(3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA’s notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement.</p> <p>Extent of activities that are permissible before NEPA is complete are those activities constituting “preliminary design” as specified in FHWA Order 6640.1A.</p>

**2.4 Budget Period.**

Base Phase Budget Period: See Item 6 of Page 1 for Effective Start Date - 2/28/2025

Option Phase 1 Budget Period: Reserved

Option Phase 2 Budget Period: Reserved

## 2.5 Grant Designation.

Designation: Implementation

### ARTICLE 3 SUMMARY PROJECT INFORMATION

#### 3.1 Summary of Project's Statement of Work.

*See application final narrative, Exhibit A.*

The project will be completed in three phases as follows:

Base Phase: Pre-NEPA (additional concept planning to complete NEPA), NEPA complete and approved.

Phase 1: Conducting Planning, Design, and Development Activities, including NEPA: Infrastructure geometric design, topographic survey, environmental services and drainage report, post-design review, contingency.

Phase 2: Carrying Out Projects and Strategies: Protected intersections (3), enhanced crossings, (2), separated bicycle facility, mobilization, traffic control, inspections and testing administration, contingency.

#### 3.2 Project's Estimated Schedule.

##### Implementation Schedule (Construction)

Milestone	Schedule Date
Planned NEPA Completion Date:	02/28/2025
Planned Construction Start Date	09/30/2025
Planned Construction Substantial Completion and Open to Public Use Date:	09/30/2027
Planned SS4A Final Report Date:	12/31/2027

#### 3.3 Project's Estimated Costs.

##### (a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$9,611,991
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$2,402,998
In-Kind Match:	\$0
Other Funds:	\$0

Total Eligible Project Cost:	\$12,014,989
------------------------------	--------------

(b) Cost Classification Table – Planning and Demonstration Grants with demonstration activities and Implementation Grants Only

<b>Cost Classification</b>	<b>Total Costs</b>	<b>Non-SS4A Previously Incurred Costs</b>	<b>Eligible Costs</b>
Administrative and legal expenses	\$1,647,128.00		<b>\$1,647,128.00</b>
Architectural and engineering fees	\$1,740,049.00		<b>\$1,740,049.00</b>
Project inspection fees	\$784,347.00		<b>\$784,347.00</b>
Construction	\$6,672,799.00		<b>\$6,672,799.00</b>
Contingency	\$1,170,666.00		<b>\$1,170,666.00</b>
<b>Project Total</b>	<b>12,014,989.00</b>		<b>12,014,989.00</b>

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient’s approved Budget Application. In the event the Recipient’s indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient’s indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

**ARTICLE 4**

**RECIPIENT INFORMATION**

**4.1 Recipient Contact(s).**

Stacey Brechler-Knaggs  
 Grants, Contracts & Emergency Management Director  
 City of Flagstaff  
 211 West Aspen Avenue  
 928-213-2227  
 sknaggs@flagstaffaz.gov

**4.2 Recipient Key Personnel.**



Name	Title or Position
Paul Mood	City Engineer
Martin Ince	Transportation Planner Senior Lead
Trevor Henry	Capital Improvements Engineer
Chris Phair	Transportation Planner
Jeff Bauman	Transportation Director/Traffic Engineer

**4.3 USDOT Project Contact(s).**

Safe Streets and Roads for All Program Manager  
 Federal Highway Administration  
 Office of Safety  
 HSSA-1, Mail Stop: E71-117  
 1200 New Jersey Avenue, S.E.  
 Washington, DC 20590  
 202-366-2822  
[SS4A.FHWA@dot.gov](mailto:SS4A.FHWA@dot.gov)

and

Agreement Officer (AO)  
 Federal Highway Administration  
 Office of Acquisition and Grants Management  
 HCFA-33, Mail Stop E62-310  
 1200 New Jersey Avenue, S.E.  
 Washington, DC 20590  
 202-493-2402  
[HCFASS4A@dot.gov](mailto:HCFASS4A@dot.gov)

and

Division Administrator – Arizona  
 Agreement Officer’s Representative (AOR)  
 4000 N Central Avenue  
 Phoenix, Arizona 85012  
 (602) 379 - 3646  
[Arizona.FHWA@dot.gov](mailto:Arizona.FHWA@dot.gov)

and

Patricia Beals  
 Arizona Division Office Lead Point of Contact  
 Transportation Specialist  
 4000 N Central Avenue  
 Phoenix, Arizona 85012  
 (360) 216-6643

## ARTICLE 5 USDOT ADMINISTRATIVE INFORMATION

### 5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

#### SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “AO”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327. Note: This clause is only applicable to grants that do not include construction.

In accordance with 2 CFR 200.308(c)(6), unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

### 5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient’s supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient’s share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer’s Representative (the “AOR”) may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.

- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.
- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

## **ARTICLE 6 SPECIAL GRANT TERMS**

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2.** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of an Implementation Grant agrees to update its Action Plan within two years of the date of this agreement to: align with all Comprehensive Safety Action Plan components in Table 1 of the SS4A FY 2023 NOFO corresponding with any “no” responses in the Self-Certification Eligibility Worksheet; ensure that the Action Plan’s safety focus includes all road users, including pedestrians, bicyclists, and motor vehicle safety; and ensure that the Action Plan was last updated not more than three years prior.
- 6.5** The Recipient acknowledges that it is required to conduct certain environmental analyses and to prepare and submit to FHWA, or State with applicable NEPA Assignment authority, documents required under NEPA, and other applicable environmental statutes and regulations before the Government will obligate funds for Option Phase 1 under this agreement and provide the Recipient with a written notice to proceed with Option Phase 1.
- 6.5** The Government’s execution of this agreement does not in any way constitute pre-approval or waiver of any of the regulations imposed upon Recipient under the applicable Federal rules, regulations and laws regarding SS4A projects undertaken in accordance with the terms and conditions of this agreement. The Recipient shall comply with all applicable Federal requirements before incurring any costs under this agreement.
- 6.7** There are no other special grant requirements.

**ATTACHMENT A  
PERFORMANCE MEASUREMENT INFORMATION**

**Study Area:** Butler Avenue between Milton Avenue and Sawmill Road

**Baseline Measurement Date:** 9/30/2025

**Baseline Report Date:** 11/30/2025

**Table 1: Performance Measure Table**

<b>Measure</b>	<b>Category and Description</b>	<b>Measurement Frequency and Reporting Deadline</b>
Safety Performance	Fatalities: Total annual fatalities in the project location(s)	Annually and within 120 days after the end of the period of performance
Safety Performance	Serious Injuries: Total annual serious injuries in the project location(s) [if available]	Annually and within 120 days after the end of the period of performance
Safety Performance	Crashes by Road User Category: Total annual crashes in the project location(s) broken out by types of roadway users involved (e.g., pedestrians, bicyclists, motorcyclist, passenger vehicle occupant, commercial vehicle occupant)	Annually and within 120 days after the end of the period of performance
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	Within 120 days after the end of the period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance

<b>Measure</b>	<b>Category and Description</b>	<b>Measurement Frequency and Reporting Deadline</b>
Outcomes and Benefits	<p>Quantitative Project Benefits: Quantification of evidence-based projects or strategies implemented (e.g., miles of sidewalks installed, number of pedestrian crossings upgraded, etc.)</p>	<p>Within 120 days after the end of the period of performance</p>
Outcomes and Benefits	<p>Qualitative Project Benefits: Qualitative description of evidence-based projects or strategies implemented (e.g., narrative descriptions, testimonials, high-quality before and after photos, etc.)</p>	<p>Within 120 days after the end of the period of performance</p>
Outcomes and Benefits	<p>Project Location(s): GIS/geo coordinate information identifying specific project location(s)</p>	<p>Within 120 days after the end of the period of performance</p>
Lessons Learned and Recommendations	<p>Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.</p>	<p>Within 120 days after the end of the period of performance</p>

**ATTACHMENT B  
CHANGES FROM APPLICATION**

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties’ knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert “N/A” in Section 3.3 of the table.

**Scope:** N/A

**Schedule:** N/A

**Budget:** N/A

The table below provides a summary comparison of the project budget.

<b>Fund Source</b>	<b>Application</b>		<b>Section 3.3</b>	
	\$	%	\$	%
<b>Previously Incurred Costs (Non-Eligible Project Costs)</b>				
Federal Funds			N/A	
Non-Federal Funds			N/A	
Total Previously Incurred Costs			N/A	
<b>Future Eligible Project Costs</b>				
SS4AFunds				
Other Federal Funds			N/A	
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

**ATTACHMENT C  
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY**

**1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.**

The Recipient states that rows marked with “X” in the following table align with the application:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
X	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
X	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but intends to take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

**2. Supporting Narrative.**

Butler Avenue, the site of the project, extends across Flagstaff, east to west through the historic Southside neighborhood. When Butler Avenue was widened in the 1980s, it divided the neighborhood into two halves, north and south, with an arterial roadway with speeds ranging between 35 and 40 mph. This project helps to rectify that historic social injustice by creating three protected intersections, an enhanced pedestrian and bicycle crossings, and a new enhanced beacon crossing at O’Leary Street to enable safe passage north to south and help to reconnect the neighborhood and restore its cohesion.” Additionally, “The project seeks to improve ADA conditions with new curb cuts and improved sidewalk conditions.” These new curb cuts will “have dual crossings that align with crosswalks rather than apex crossings that misalign the ramp with the safe path of

travel.” “The intersection improvements and crossings proposed in this project help to reconnect this divided community and the grade separated bike lanes make for safer, more affordable travel options for this highly multimodal community.



**ATTACHMENT D**  
**CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS**

**1. Consideration of Climate Change and Environmental Justice Impacts.**

The Recipient states that rows marked with “X” in the following table align with the application:

X	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
X	The Recipient or a project partner used environmental justice tools, such as the EJScreen, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
X	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
X	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>
	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>

	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>
X	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below.
	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

**2. Supporting Narrative.**

This project aligns with goals outlined in the City’s Active Transportation Master Plan (ATMP), a qualified safety plan; the Southside Community Specific Plan, and the Carbon Neutrality Plan, 2 as well as MetroPlan’s Regional Strategic Transportation Safety Plan and Regional Transportation Plan, all which were developed with extensive public outreach and community input.” “According to the City’s Carbon Neutrality Plan, 30% of emissions in the city come from transportation and vehicle miles traveled must be held at 2019 levels to reach this goal. The City realizes there must be a focus on creating a safe, connected and comfortable bike, pedestrian and transit network to achieve this goal.” To reach these goals, “the project promotes climate action and sustainability through the creation of comfortable cycling infrastructure that will attract interested but concerned riders.” “The protected intersections reduce conflict points by eliminating merging and weaving points. They will provide better sight distance between drivers and vulnerable users; promote yielding to vulnerable users and include a leading pedestrian interval; decrease the crossing distance for vulnerable users and decrease the speed of right turning vehicles with tighter curb radii.” “These improvements will attract people who are “interested but concerned” cyclists estimated at 51-56% of population and supported by a MetroPlan statistically valid survey indicating approximately 62% of residents foresee using multimodal travel more often in the future.

**ATTACHMENT E  
LABOR AND WORKFORCE**

**1. Efforts to Support Good-Paying Jobs and Strong Labor Standards**

The Recipient states that rows marked with “X” in the following table align with the application:

	The Recipient demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project. <i>(Describe the relevant provisions in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i>
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>
	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i>
	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>

	<p>The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including:</p> <ul style="list-style-type: none"> <li>a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law;</li> <li>b. proactive partnerships with the U.S. Department of Labor’s Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements and meet the requirements as outlined in the Notice of Funding Opportunity to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color;</li> <li>c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements;</li> <li>d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin;</li> <li>e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and</li> <li>f. maintaining robust anti-retaliation measures covering employees and contractors.</li> </ul> <p><i>(Describe the equal opportunity plan in the supporting narrative below.)</i></p>
	<p>The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i></p>
<b>X</b>	<p>The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the project, will take relevant actions described in the supporting narrative below.</p>
	<p>The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.</p>

**2. Supporting Narrative.**

The scale of this project is highly likely to draw several local contractors who can perform work of this scale and have experience delivering federal projects. The voters have approved an increase to the minimum wage well above the national average, currently at \$17.40 per hour that ensures competitive wages will be paid due to a very competitive job market. The City’s procurement process will include language that encourages Disadvantaged Business Enterprises (DBE) to bid and procurement provisions will include required DBE language and labor requirements of the grant. According to the Climate and Economic Justice Screening tool, the tract is in the 96th percentile for housing costs, and the 96th percentile for poverty making these important, well-paid positions. The City will employ a Transportation Technician, an NAU student, who will learn design, procurement and project management processes throughout the construction. Speed evaluation will include mentorship of new Transportation Engineers. We will comply with all federal terms and conditions.

**ATTACHMENT F  
CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE**

**1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.**

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
X	For projects in floodplains: The Recipient appropriately considered whether the project was upgraded consistent with the Federal Flood Risk Management Standard, to the extent consistent with current law, in Executive Order 14030, Climate-Related Financial Risk (86 FR 27967), and Executive Order 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Solicit and Considering Stakeholder Input (80 FR 6425).

**2. Supporting Narrative.**

Section6(f): The Arizona State Parks Department’s Land and Water Conservation Fund (LWCF) Act interactive map was accessed to identify whether parks or recreation project site have received LWCF funds. While the City of Flagstaff obtained a LWCF grant in 1991 for the FUTS, this project will not impact FUTS trails. • Section 404: No Section 404 permit is required for this project. • Floodway: While the project crosses over floodway, it does so on an existing structure and will not make changes to that structure. Therefore, there is no impact on Floodway or work affecting the base flood plain elevations. • Noise: This project does not involve any Type 1 project activities related to noise. • Air quality: The project is located in an attainment area for all seven criteria pollutants for which the U.S.EPA has established National Ambient Air Quality Standards. • There are no Coast Guard bridges, wild and scenic rivers, nor costal management zones.

**U.S. DEPARTMENT OF TRANSPORTATION**

**EXHIBITS TO FHWA GRANT AGREEMENTS UNDER THE  
FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT  
PROGRAM**

**January 4, 2024**

**EXHIBIT A**  
**APPLICABLE FEDERAL LAWS AND REGULATIONS**

By entering into this agreement for a FY 2023 Safe Streets and Roads for All Grant, the Recipient assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

**General Federal Legislation**

- a. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
- b. Hatch Act – 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 - Section 106 – 54 U.S.C. 306108
- e. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. 312501, et seq.
- f. Native American Graves Protection and Repatriation Act – 25 U.S.C. 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. 7401, et seq.
- h. Section 404 of the Clean Water Act, as amended – 33 U.S.C. 1344
- i. Section 7 of the Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. 1536
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. 1451, et seq.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) – 42 U.S.C. 4012a
- l. Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.
- m. American Indian Religious Freedom Act, P.L. 95-341, as amended
- n. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- o. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. 4541, et seq.
- p. Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. 290dd through 290dd-2
- q. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.
- r. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 – 42 U.S.C. 8373
- s. Contract Work Hours and Safety Standards Act – 40 U.S.C. 3701, et seq.
- t. Copeland Anti-kickback Act, as amended – 18 U.S.C. 874 and 40 U.S.C. 3145
- u. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. 1271, et seq.
- w. Federal Water Pollution Control Act, as amended – 33 U.S.C. 1251-1376
- x. Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.
- y. Americans with Disabilities Act of 1990 – 42 U.S.C. 12101, et seq.
- z. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681 through 1683 and 1685 through 1687
- aa. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. 794
- bb. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. 2000d, et seq.
- cc. Title IX of the Federal Property and Administrative Services Act of 1949 – 40 U.S.C.

- 1101 -1104, 541, et seq.
- dd. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. 1352
  - ee. Freedom of Information Act – 5 U.S.C. 552, as amended
  - ff. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1855
  - gg. Farmland Protection Policy Act of 1981 – 7 U.S.C. 4201, et seq.
  - hh. Noise Control Act of 1972 – 42 U.S.C. 4901, et seq.
  - ii. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661, et seq.
  - jj. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. 401 and 525
  - kk. Section 4(f) of the Department of Transportation Act of 1966 – 49 U.S.C. 303
  - ll. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. 9601, et seq.
  - mm. Safe Drinking Water Act – 42 U.S.C. 300f to 300j-26
  - nn. Wilderness Act – 16 U.S.C. 1131-1136
  - oo. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. 6901, et seq.
  - pp. Migratory Bird Treaty Act – 16 U.S.C. 703, et seq.
  - qq. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
  - rr. Cargo Preference Act of 1954 – 46 U.S.C. 55305
  - ss. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232

### **Executive Orders**

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11988 – Floodplain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12549 – Debarment and Suspension
- f. Executive Order 12898 – Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- g. Executive Order 13166 – Improving Access to Services for Persons With Limited English Proficiency
- h. Executive Order 13985 – Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America’s Workers
- j. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad
- k. Executive Order 14025 – Worker Organizing and Empowerment
- l. Executive Order 14052 – Implementation of the Infrastructure Investment and Jobs Act

### **Presidential Policy Directives and Memorandums**

- a. Presidential Policy Directive 21 – Critical Infrastructure Security and Resilience
- b. National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Systems



## **General Federal Regulations**

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
- b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
- c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
- d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1
- e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
- f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
- g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
- h. New Restrictions on Lobbying – 49 C.F.R. Part 20
- i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21
- j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
- k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
- l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
- m. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
- n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
- o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
- p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
- q. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
- r. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26 (as applicable under section 18.3 of this agreement)

## **Office of Management and Budget Circulars**

- a. Any applicable OMB Circular based upon the specific FY 2023 Safe Streets and Roads for All Grant Recipient.

### **Highway Federal Legislation**

- a. Agreements relating to the use of an access to rights-of-way—Interstate System, 23 U.S.C. 111
- b. Planning, 23 U.S.C. 134 and 135 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- c. Tolls, 23 U.S.C. 301 (to the extent the recipient wishes to toll an existing free facility that has received Title 23 funds in the past); except as authorized by 23 U.S.C. 129 and 166.
- d. Efficient Environmental Reviews - 23 U.S.C. 139
- e. Policy on lands, wildlife and waterfowl refuges, and historic sites - 49 U.S.C. 303

### **Federal Highway Regulations**

- a. Planning – 23 C.F.R. Part 450 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- b. National Highway System Design Standards – 23 C.F.R. Part 625
- c. Location and Hydraulic Design of Encroachments on Flood Plains – 23 C.F.R. Part 650 Subpart A
- d. Manual on Uniform Traffic Control Devices – 23 C.F.R. Part 655
- e. Environmental Impact and Related Procedures – 23 C.F.R. Part 771
- f. Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites (Section 4(f)) – 23 C.F.R. Part 774
- g. Permitting Requirements under the National Pollutant Discharge Elimination System – 40 C.F.R. Part 122

Specific assurances required to be included in the FY 2023 Safe Streets and Roads for All Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

**EXHIBIT B  
ADDITIONAL STANDARD TERMS**

**TERM B.1  
TITLE VI ASSURANCE  
(Implementing Title VI of the Civil Rights Act of 1964, as amended)**

**ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED  
PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL  
FINANCIAL ASSISTANCE**

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37, and 38

**The United States Department of Transportation (USDOT)**

**Standard Title VI/Non-Discrimination Assurances**

**DOT Order No. 1050.2A**

By signing and submitting the Technical Application and by entering into this agreement under the FY 2023 Safe Streets and Roads for All (SS4A) grant program, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), it is subject to and will comply with the following:

**Statutory/Regulatory Authorities**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

## **General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*“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 Recipient receives Federal financial assistance from DOT, including the FHWA.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

## **Specific Assurances**

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FY 2023 SS4A grant program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FY 2023 SS4A Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*“The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, 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.”*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FY 2023 SS4A grant program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FY 2023 SS4A grant program.

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant

thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.



## APPENDIX B

### CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

**NOW, THEREFORE**, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), 49 U.S.C. § 6702, the Regulations for the Administration of FY 2023 SS4A grant program, and the policies and procedures prescribed by the Federal Highway Administration (FHWA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### (HABENDUM CLAUSE)

**TO HAVE AND TO HOLD** said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will 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 with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## APPENDIX C

### CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

- A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
  - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX D

### CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

- A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

**TERM B.2**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER**  
**RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS**

**2 C.F.R. Parts 180 and 1200**

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2023SS4A grant program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2023 SS4A Grant, as set out below.

**1. Instructions for Certification – First Tier Participants:**

a. The prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms “covered transaction,” “civil judgment,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of

Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall 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 entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. 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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

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

j. Except for transactions authorized under paragraph (f) 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 may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. 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 and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered



transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall 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.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. 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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

h. 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 participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters 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 Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. 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.

**TERM B.3**  
**REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY**  
**CONVICTION UNDER ANY FEDERAL LAW**

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

“**Covered Transaction**” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

“**Felony Conviction**” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“**Participant**” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“**Tax Delinquency**” means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the “SAM”) at <http://www.sam.gov/> for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

- (1) Certify whether the entity has a Tax Delinquency; and
- (2) Certify whether the entity has a Felony Conviction.

4 **Prohibition. If**

- (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
- (2) an entity provides an affirmative response to either certification in section 3; or
- (3) an entity’s certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

- (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.
- (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.
- (c) If the Recipient knows that a Participant’s certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

- (1) require the SAM check in section 2;
- (2) require the certifications in section 3;
- (3) include the prohibition in section 4; and

(4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

**TERM B.4**  
**RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING**

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, “**Motor Vehicles**” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, “**Driving**” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, “**Text messaging**” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the “**Government**” includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

- (1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—
  - (i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
  - (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts*. To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

**EXHIBIT C**  
**QUARTERLY PERFORMANCE PROGRESS REPORTS:**  
**FORMAT AND CONTENT**

**1. Purpose.** The purpose of the Quarterly Performance Progress Reports under this agreement for the FY 2023 SS4A grant program is to ensure that the project scope, schedule, and budget will be maintained to the maximum extent possible.

**2. Format and Content.** The Recipient shall produce a quarterly cost, schedule, and status report that contains the sections enumerated in the following list. The first Quarterly Performance Progress Report should include a detailed description of the items funded.

**(a) Project Information.** This section provides the name of the project, the State, the federal agency to which the report is submitted, submission date, award number, name of the recipient, report year and quarter and NOFO funding year.

**(b) Project Overall Status.** This section provides an overall status of the project's scope, schedule and budget. The Recipient shall note and explain any significant activities and issues, action items and outstanding issues.

i. **Project Significant Activities and Issues.** This section provides highlights of key activities, accomplishments, and issues occurring on the project during the previous quarter. Activities and deliverables to be reported on should include meetings, audits and other reviews, design packages submitted, advertisements, awards, construction submittals, construction completion milestones, submittals related to any applicable BIL or NOFO requirements, media or Congressional inquiries, value engineering/constructability reviews, and other items of significance.

ii. **Action Items/Outstanding Issues.** This section should draw attention to, and track the progress of, highly significant or sensitive issues requiring action and direction to resolve. The Recipient should include administrative items and outstanding issues that could have a significant or adverse effect on the project's scope, schedule, or budget. Status, responsible person(s), and due dates should be included for each action item/outstanding issue. Action items requiring action or direction should be included in the quarterly status meeting agenda. The action items/outstanding issues may be dropped from this section upon full implementation of the remedial action, and upon no further monitoring anticipated.

**(c) Milestones.** This section documents progress of the milestones outlined in Section 3.2. The Recipient should include the baseline date (when the project is projected to begin) of each milestone, amendments to those dates (if applicable) and the actual/expected date of completion. There are Milestone charts for action plans, supplemental planning activities, demonstration activity projects and implementation (both construction and non-construction) projects.

**EXHIBIT D  
FORM FOR SUBSEQUENT OBLIGATION OF FUNDS**

The USDOT and **[recipient name]** entered a grant agreement for the **[project name]** that was executed by the USDOT on **[date of USDOT signature on original agreement]** (the “Agreement”).

This instrument obligates **[\$XXX]** for **[insert portion of project listed in the Agreement]**.

**[Recipient name]** states that:

- (1) the Agreement accurately describe the Project’s activities;
- (2) for each completion date listed in the Agreement, the Recipient’s estimate for that milestone is not more than six months after the date listed in the Agreement;
- (3) comparing the Project’s current budget with the amounts listed in the Agreement, the “Non-Federal Funds” amount has not decreased and the total eligible project costs amount has not decreased; and
- (4) under the terms of article 21 of the General Terms and Conditions, the Recipient is not presently required to request a modification to the Agreement.

**[Recipient name]** acknowledges that USDOT is acting in reliance on the Recipient’s statements above.

<hr/>	By:	<hr/>
Date		Signature of Recipient’s Authorized Representative
		<b>[insert name]</b>
		<hr/>
		Name
		<b>[insert title]</b>
		<hr/>
		Title



The USDOT has determined that all applicable Federal requirements for obligating these funds are satisfied.

\_\_\_\_\_ By: \_\_\_\_\_  
Date Signature of USDOT's Authorized Representative  
  
[insert name]  
\_\_\_\_\_  
Name  
  
[insert title]  
\_\_\_\_\_  
Title

**U.S. DEPARTMENT OF TRANSPORTATION**

**GENERAL TERMS AND CONDITIONS UNDER THE**  
**FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL (“SS4A”) GRANT**  
**PROGRAM:**  
**FHWA PROJECTS**

**Date: January 4, 2024**

**Table of Contents**

Article 7 Purpose..... 6  
    7.1 Purpose..... 6  
Article 8 USDOT Role..... 6  
    8.1 Division of USDOT Responsibilities..... 6  
    8.2 USDOT Program Contact..... 7  
Article 9 Recipient Role..... 7  
    9.1 Statements on the Project..... 7  
    9.2 Statements on Authority and Capacity..... 7  
    9.3 USDOT Reliance..... 8  
    9.4 Project Delivery..... 8  
    9.5 Rights and Powers Affecting the Project..... 8  
    9.6 Notification of Changes to Key Personnel..... 9  
Article 10 Award Amount, Obligation, and Time Periods..... 9  
    10.1 Federal Award Amount..... 9  
    10.2 Federal Obligations..... 9  
    10.3 Budget Period..... 10  
    10.4 Period of Performance..... 10  
Article 11 Statement of Work, Schedule, and Budget Changes..... 11  
    11.1 Notification Requirement..... 11  
    11.2 Statement of Work Changes..... 11  
    11.3 Schedule Changes..... 11  
    11.4 Budget Changes..... 11  
    11.5 USDOT Acceptance of Changes..... 12  
Article 12 General Reporting Terms..... 12  
    12.1 Report Submission..... 12  
    12.2 Alternative Reporting Methods..... 13  
    12.3 Paperwork Reduction Act Notice..... 13  
Article 13 Progress and Financial Reporting..... 13  
    13.1 Quarterly Performance Progress Reports..... 13  
    13.2 Quarterly Financial Status..... 13  
Article 14 Performance Reporting..... 13  
    14.1 Baseline Performance Measurement..... 13  
    14.2 SS4A Final Report: The Recipient shall submit to the USDOT, not later than 120 days after the end of the period of performance, a report in the format specified by FHWA and with the content described in Attachment A that describes, consistent with sections 24112(g)-(h) of BIL:..... 14  
Article 15 Noncompliance and Remedies..... 15  
    15.1 Noncompliance Determinations..... 15  
    15.2 Remedies..... 15  
    15.3 Other Oversight Entities..... 16  
Article 16 Agreement Termination..... 16  
    16.1 USDOT Termination..... 16  
    16.2 Closeout Termination..... 17  
    16.3 Post-Termination Adjustments..... 17  
    16.4 Non-Terminating Events..... 17  
    16.5 Other Remedies..... 17  
Article 17 Monitoring, Financial Management, Controls, and Records..... 18  
    17.1 Recipient Monitoring and Record Retention..... 18

17.2	Financial Records and Audits. ....	18
17.3	Internal Controls. ....	18
17.4	USDOT Record Access. ....	19
Article 18	Contracting and Subawards .....	19
18.1	Build America, Buy America. This award term implements § 70914(a) of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtitle A, 135 Stat. 429, 1294 (2021) and Office of Management and Budget (OMB) Memorandum M-22-11, “Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.” .....	19
18.2	Small and Disadvantaged Business Requirements. ....	21
18.3	Engineering and Design Services. ....	21
18.4	Foreign Market Restrictions.....	21
18.5	Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment... 21	
18.6	Recipient Responsibilities for Subawards.....	22
18.7	Subaward and Contract Authorization.....	22
Article 19	Costs, Payments, and Unexpended Funds .....	22
19.1	Limitation of Federal Award Amount. ....	22
19.2	Projects Costs.....	22
19.3	Timing of Project Costs. ....	22
19.4	Recipient Recovery of Federal Funds. ....	22
19.5	Unexpended Federal Funds.....	22
19.6	Timing of Payments to the Recipient. When reimbursement is used, the Recipient shall not request reimbursement of a cost before the Recipient has entered an obligation for that cost. ....	23
19.7	Payment Method. The USDOT may deny a payment request that is not submitted using the method identified in section 5.2.....	23
19.8	Information Supporting Expenditures.....	23
19.9	Reimbursement Frequency. ....	23
19.10	Match. ....	23
Article 20	Liquidation, Adjustments, and Funds Availability .....	23
20.1	Liquidation of Recipient Obligations.....	23
Article 21	Agreement Modifications .....	24
21.1	Bilateral Amendments.....	24
21.2	Unilateral Contact Modifications.....	24
21.3	USDOT Unilateral Modifications. ....	24
21.4	Other Modifications. ....	24
Article 22	Climate Change and Environmental Justice .....	24
22.1	Climate Change and Environmental Justice. ....	24
Article 23	Racial Equity and Barriers to Opportunity .....	24
23.1	Racial Equity and Barriers to Opportunity.....	24
Article 24	Federal Financial Assistance, Administrative, and National Policy Requirements ....	25
24.1	Uniform Administrative Requirements for Federal Awards.....	25
24.2	Federal Law and Public Policy Requirements. ....	25
24.3	Federal Freedom of Information Act. ....	25
24.4	History of Performance.....	25
24.5	Whistleblower Protection.....	25
24.6	External Award Terms and Obligations.....	25
24.7	Incorporated Certifications. ....	26
Article 25	Assignment .....	26
25.1	Assignment Prohibited.....	26

Article 26 Waiver.....	26
26.1 Waivers.....	26
Article 27 Additional Terms and Conditions.....	27
27.1 Effect of Planning and Demonstration or Implementation Award.....	27
27.2 Disclaimer of Federal Liability.....	27
27.3 Environmental Review.....	27
27.4 Railroad Coordination. If the agreement includes one or more milestones identified as a “Railroad Coordination Agreement,” then for each of those milestones, the Recipient shall enter a standard written railroad coordination agreement, consistent with 23 C.F.R. 646.216(d), no later than the deadline date identified for that milestone, with the identified railroad for work and operation within that railroad’s right-of-way.....	28
27.5 Relocation and Real Property Acquisition.....	28
27.6 Equipment Disposition.....	29
Article 28 Mandatory Award Information.....	29
28.1 Information Contained in a Federal Award.....	29
Article 29 Construction and Definitions.....	29
29.1 Attachments.....	29
29.2 Exhibits.....	29
29.3 Construction.....	30
29.4 Integration.....	30
29.5 Definitions.....	30
Article 30 Agreement Execution and Effective Date.....	30
30.1 Counterparts.....	30
30.2 Effective Date.....	30

**Index of Definitions**

Administering Operating Administration ..... 7  
Environmental Review Entity.....25  
Federal Share ..... 11  
FHWA..... 7  
NOFO..... 6  
OMB ..... 11  
Program Statute..... 28  
Project.....19  
Project Closeout ..... 16  
SS4A Grant ..... 28  
USDOT ..... 6

## GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”) established the Safe Streets and Roads for All (the “SS4A”) Discretionary Grant Program (BIL Section 24112) and appropriated funds to the United States Department of Transportation (the “USDOT”) under Division J, Title VIII of BIL to implement the program. The funds are available to provide Federal financial assistance to support local initiatives to prevent death and serious injury on roads and streets, commonly referred to as “Vision Zero” or “Toward Zero Deaths” initiatives.

The USDOT published a Notice of Funding Opportunity (the “NOFO”) to solicit applications for Federal financial assistance in Fiscal Year 2023 for the SS4A Discretionary Grant Program (88 Fed. Reg. 22090, April 12, 2023).

These general terms and conditions are incorporated by reference in a project-specific grant agreement under the fiscal year 2023 SS4A grant program. Articles 1–6 are in the project-specific portion of the agreement. The term “Recipient” is defined in the project-specific portion of the agreement. Attachments A through F are project-specific attachments.

### ARTICLE 7 PURPOSE

**7.1 Purpose.** The purpose of this award is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development or projects focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. The parties will accomplish that purpose by achieving the following objectives:

- (1) timely completing the Project; and
- (2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Grant Application, as modified by section 3.3 and Attachment B.

### ARTICLE 8 USDOT ROLE

#### **8.1 Division of USDOT Responsibilities.**

- (a) The Office of the Secretary of Transportation is ultimately responsible for the USDOT’s administration of the SS4A Grant Program.

- (b) The Federal Highway Administration (the “FHWA”) will administer this grant agreement on behalf of the USDOT. In this agreement, the “**Administering Operating Administration**” means the FHWA.

## **8.2 USDOT Program Contact.**

Safe Streets and Roads for All  
Federal Highway Administration  
Office of Safety  
1200 New Jersey Avenue SE  
HSSA-1, Mail Drop E71-117  
Washington, DC 20590  
SS4A.FHWA@dot.gov  
(202) 366-2822

## **ARTICLE 9 RECIPIENT ROLE**

### **9.1 Statements on the Project.** The Recipient states that:

- (1) all material statements of fact in the Grant Application were accurate when that application was submitted; and
- (2) Attachment B documents all material changes in the information contained in that application.

### **9.2 Statements on Authority and Capacity.** The Recipient states that:

- (1) it has the authority to receive Federal financial assistance under this agreement;
- (2) it has the legal authority to complete the Project, including either ownership and/or maintenance responsibilities over a roadway network; safety responsibilities that affect roadways; or has an agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant’s jurisdiction; if applicable;
- (3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;
- (4) not less than the difference between the “Total Eligible Project Cost” and the “SS4A Grant Amount” listed in section 3.3 are committed to fund the Project;
- (5) it has sufficient funds available, or an agreement with the agency that has ownership and/or maintenance responsibilities for the roadway within the



recipient's jurisdiction, to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and

- (6) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 9 and in section 24.7 on behalf of the Recipient.

**9.3 USDOT Reliance.** The Recipient acknowledges that:

- (1) the USDOT relied on statements of fact in the Grant Application to select the Project to receive this award;
- (2) the USDOT relied on statements of fact in both the Grant Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO;
- (3) the USDOT relied on statements of fact in both the Grant Application and this agreement to establish the terms of this agreement; and
- (4) the USDOT's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

**9.4 Project Delivery.**

- (a) The Recipient shall complete the Project under the terms of this agreement.
- (b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all applicable Federal laws, regulations, and policies.
- (c) The Recipient shall provide any certifications or assurances deemed necessary by the USDOT in ensuring the Recipient's compliance with all applicable laws, regulations, and policies.
- (d) The Recipient shall provide access to records as provided at 2 C.F.R. 200.337.

**9.5 Rights and Powers Affecting the Project.**

- (a) The Recipient shall not take or permit any action that deprives it of any rights or powers necessary to the Recipient's performance under this agreement without written approval of the USDOT.
- (b) The Recipient shall act, in a manner acceptable to the USDOT, promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

- 9.6 Notification of Changes to Key Personnel.** The Recipient shall notify all USDOT representatives who are identified in Section 4.3 in writing within 30 calendar days of any change in key personnel who are identified in Section 4.2.

## **ARTICLE 10 AWARD AMOUNT, OBLIGATION, AND TIME PERIODS**

- 10.1 Federal Award Amount** The USDOT hereby awards a SS4A Grant to the Recipient in the amount listed in section 2.2 as the SS4A Grant Amount.

**10.2 Federal Obligations.**

This agreement obligates funds for the period of performance listed on Page 1, Block 6 of the grant agreement.

- (a) If the Federal Obligation Type identified in section 2.3 is “Single,” then the project-specific agreement obligates for the budget period the amount listed in section 2.2. as the Grant Amount and sections 10.2 (c)–10.2(f) do not apply to the project specific agreement.
- (b) If the Federal Obligation Type identified in section 2.3 is “Multiple,” (for phased agreements) then an amount up to the Grant Amount listed in section 2.2 will be obligated with one initial obligation and one or more subsequent, optional obligations, as described in sections 10.2(c)–10.2(f).
- (c) The Obligation Condition Table in section 2.3 allocates the Grant funds among separate phases of the Project for the purpose of the Federal obligation of funds. The scope of each phase of the Project that is identified in that table is described in section 2.3.
- (d) The project-specific agreement obligates for the budget period only the amounts allocated in the Obligation Condition Table in section 2.3 to portions of the Project for which that table does not list an obligation condition.
- (e) The project-specific agreement does not obligate amounts allocated in the Obligation Condition Table in section 2.3 to portions of the Project for which that table lists an obligation condition. The parties may obligate the amounts allocated to those portions of the Project only by modifying the project specific agreement under section 21.
- (f) For each portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, the amount allocated in that table to that portion of the Project will be obligated if the condition is met not later than the date listed in Section 2.4 of the project-specific agreement.

(g) For any portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, if the obligation condition is satisfied, the parties amend this agreement documenting that:

(1) the FHWA determines that the obligation condition listed in that table for that portion of the Project is satisfied; and

(2) the FHWA determines that all applicable Federal requirements for obligating the amount are satisfied.

(h) The Recipient shall not request reimbursement of costs for a portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 10.2(c)-(f).

(i) Reserved.

(j) The Recipient acknowledges that:

(1) the FHWA is not liable for payments for a portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 10.2(c)-(f);

(2) any portion of the Grant that is not obligated under this section 10.2 by the budget period end date identified in the project-specific agreement for those funds lapses on the day after that date and becomes unavailable for the Project; and

(3) the FHWA may consider the failure to obligate funds by the budget period end date identified in the project-specific agreement as applicable to the Grant Program for those funds to be a basis for terminating the project-specific agreement under section 16.

### **10.3 Budget Period**

The budget period for this award begins on the effective date of this agreement and ends on the budget period end date that is listed in section 2.4, which shall be no later than 5 years from the date of grant execution. In this agreement, “budget period” is used as defined at 2 C.F.R. 200.1.

### **10.4 Period of Performance.**

(a) The period of performance for this award begins on the effective date of award listed in page 1 item 2 and ends on the period of performance end date that is listed in Page 1, Block 6.

(b) In this agreement, “period of performance” is used as defined at 2 C.F.R. 200.1.

**ARTICLE 11**  
**STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES**

- 11.1 Notification Requirement.** The Recipient shall notify all USDOT representatives who are identified in section 4.4 in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient’s plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this section 11.1 is separate from any requirements under this article 11 that the Recipient request amendment of this agreement.
- 11.2 Statement of Work Changes.** If the Project’s activities differ from the statement of work that is described in section 3.1 and Attachment B, then the Recipient shall request an amendment of this agreement to update section 3.1.
- 11.3 Schedule Changes.** If one or more of the following conditions are satisfied, then the Recipient shall request an amendment of this agreement to update the relevant dates:
- (1) a substantial completion date for the Project or a component of the Project that is listed in section 3.2 and the Recipient’s estimate for that milestone changes to a date that is more than six months after the date listed in section 3.2; or
  - (2) a schedule change would require the period of performance to continue after the period of performance end date listed on Page 1, Block 6.

For other schedule changes, the Recipient shall request an amendment of this agreement unless the USDOT has consented, in writing consistent with applicable requirements, to the change.

**11.4 Budget Changes.**

- (a) The Recipient acknowledges that if the cost of completing the Project increases:
  - (1) that increase does not affect the Recipient’s obligation under this agreement to complete the Project; and
  - (2) the USDOT will not increase the amount of this award to address any funding shortfall.
- (b) The Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B if, in comparing the Project’s budget to the amounts listed in section 3.3:
  - (1) the “Non-Federal Funds” amount decreases; or
  - (2) the “Total Eligible Project Cost” amount decreases.

- (c) For budget changes that are not identified in section 11.4(b), the Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B unless the USDOT has consented, in writing consistent with applicable requirements, to the change.
- (d) If the actual eligible project costs are less than the “Total Eligible Project Cost” that is listed in section 3.3, then the Recipient may propose to the USDOT, in writing consistent with applicable requirements, specific additional activities that are within the scope of this award, as defined in sections 7.1 and 3.1, and that the Recipient could complete with the difference between the “Total Eligible Project Cost” that is listed in section 3.3 and the actual eligible project costs.
- (e) If the actual eligible project costs are less than the “Total Eligible Project Cost” that is listed in section 3.3 and either the Recipient does not make a proposal under section 11.4(d) or the USDOT does not accept the Recipient’s proposal under section 11.4(d), then:
  - (1) in a request under section 11.4(b), the Recipient shall reduce the Federal Share by the difference between the “Total Eligible Project Cost” that is listed in section 3.3 and the actual eligible project costs; and
  - (2) if that amendment reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall request to add additional project work that is within the scope of this project.

In this agreement, “**Federal Share**” means the sum of the “SS4A Grant Amount” and the “Other Federal Funds” amounts that are listed in section 3.3(a).

- (f) The Recipient acknowledges that amounts that are required to be refunded under section 11.4(e)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

**11.5 USDOT Acceptance of Changes.** The USDOT may accept or reject amendments requested under this article 11, and in doing so may elect to consider only the interests of the SS4A grant program and the USDOT. The Recipient acknowledges that requesting an amendment under this article 11 does not amend, modify, or supplement this agreement unless the USDOT accepts that amendment request and the parties modify this agreement under section 21.1.

## **ARTICLE 12 GENERAL REPORTING TERMS**

**12.1 Report Submission.** The Recipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 4.4. Reports will be added to a central repository maintained by FHWA.

**12.2 Alternative Reporting Methods.** FHWA may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the FHWA.

**12.3 Paperwork Reduction Act Notice.**

Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the “OMB”). Collections of information conducted under this agreement are approved under OMB Control No. 2125-0675.

**ARTICLE 13  
PROGRESS AND FINANCIAL REPORTING**

**13.1 Quarterly Performance Progress Reports.** Quarterly, on or before the 20th day of the first month of each calendar year (e.g., reports due on or before January 20<sup>th</sup>, April 20<sup>th</sup>, July 20<sup>th</sup>, and October 20<sup>th</sup>) and until the end of the period of performance, the Recipient shall submit to the USDOT a Quarterly Performance Progress Report in the format and with the content described in Exhibit C. If the date of this agreement is in the final month of a calendar year, then the Recipient shall submit the first Quarterly Performance Progress Report in the second calendar year that begins after the date of this agreement.

**13.2 Quarterly Financial Status.** Quarterly, on or before the 20<sup>th</sup> day of the first month of each calendar year (e.g., reports due on or before January 20<sup>th</sup>, April 20<sup>th</sup>, July 20<sup>th</sup>, and October 20<sup>th</sup>) and until the end of the period of performance, the Recipient shall submit a Federal Financial Report using SF-425.

**ARTICLE 14  
PERFORMANCE REPORTING**

**14.1 Baseline Performance Measurement.** Recipients of Implementation Grants or Planning and Demonstration Grants with demonstration activities shall:

- (1) collect data for each performance measure that is identified in the Performance Measure Table in Attachment A, accurate as of the Baseline Measurement Date that is identified in Attachment A; and
- (2) on or before the Baseline Report Date that is stated in Attachment A, the Recipient shall submit a Baseline Performance Measurement Report that contains the data collected under this section 14.1 and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is identified in the Performance Measure Table in Attachment A.

**14.2 SS4A Final Report:** The Recipient shall submit to the USDOT, not later than 120 days after the end of the period of performance, a report in the format specified by FHWA and with the content described in Attachment A that describes, consistent with sections 24112(g)-(h) of BIL:

- (1) the costs of each eligible project and strategy carried out using the grant;
- (2) the roadway safety outcomes and any additional benefits (e.g., increased walking, biking, or transit use without a commensurate increase in serious and fatal crashes, etc.) that each such project and strategy has generated, as—
  - identified in the grant application; and
  - measured by data to the maximum extent practicable;
- (3) the percent of funds spent in, and providing benefits to, underserved communities; and
- (4) the lessons learned, and any recommendations related to future projects or strategies to prevent death and serious injuries on roads and streets.

### **14.3 Performance Measurement Information.**

For each performance measure identified to be submitted annually in the Performance Measure Table in Attachment A, not later than January 31 of each year, the Recipient shall submit to the USDOT a Performance Measurement Report containing the data collected in the previous calendar year and stating the dates when the data was collected.

### **14.4 Performance Reporting Survival.**

The data collection and reporting requirements in this article 14 survive the termination of this agreement which is three years post period of performance.

### **14.5 Program Evaluation.**

As a condition of grant award, the recipient may be required to participate in an evaluation undertaken by USDOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, before/after photographs of the sites, qualitative activities such as videos describing the project and its impact on the community, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or USDOT staff.

**ARTICLE 15**  
**NONCOMPLIANCE AND REMEDIES**

**15.1 Noncompliance Determinations.**

- (a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, the USDOT may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and the USDOT must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.
- (b) If the USDOT notifies the Recipient of a proposed determination of noncompliance under section 15.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:
  - (1) accept the remedy;
  - (2) acknowledge the noncompliance, but propose an alternative remedy; or
  - (3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

- (c) The USDOT may make a final determination of noncompliance only:
  - (1) after considering the Recipient's response under section 15.1(b); or
  - (2) if the Recipient fails to respond under section 15.1(b), after the time for that response has passed.
- (d) To make a final determination of noncompliance, the USDOT must provide a notice to the Recipient that states the basis for that determination.

**15.2 Remedies.**

- (a) If the USDOT makes a final determination of noncompliance under section 15.1(d), the USDOT may impose a remedy, including:
  - (1) additional conditions on the award;
  - (2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to USDOT; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or



- (3) any other remedy legally available.
- (b) To impose a remedy, the USDOT must provide a written notice to the Recipient that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.
- (c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 15.2(a), before making a final determination of noncompliance under section 15.1(d). If it does so, then the notice provided under section 15.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.
- (d) In imposing a remedy under this section 15.2 or making a public interest determination under section 15.2(c), the USDOT may elect to consider the interests of only the USDOT.
- (e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this section 15.2 constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

### **15.3 Other Oversight Entities.**

Nothing in this article 15 limits any party’s authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

## **ARTICLE 16 AGREEMENT TERMINATION**

### **16.1 USDOT Termination.**

- (a) The USDOT may terminate this agreement and all its obligations under this agreement if any of the following occurs:
  - (1) the Recipient fails to obtain or provide any non-SS4A Grant contribution (all eligible project costs other than the SS4A Grant Amount, as described in section 3.3(a) of the grant agreement) or alternatives approved by the USDOT as provided in this agreement and consistent with article 3;
  - (2) a construction start date for the project or strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;

- (3) a substantial completion date for the project or strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
  - (4) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the schedule in section 3.2 even if it is beyond the reasonable control of the Recipient; or,
  - (5) the USDOT determines that termination of this agreement is in the public interest.
  - (6) the Recipient fails to expend the funds within 5 years after the date on which the government executes the grant agreement, which is the date funds are provided for the project.
- (b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.
- (c) This section 16.1 does not limit the USDOT's ability to terminate this agreement as a remedy under section 15.2.
- (d) The Recipient may request that the USDOT terminate the agreement under this section 16.1.

## **16.2 Closeout Termination.**

- (a) This agreement terminates on Project Closeout.
- (b) In this agreement, "**Project Closeout**" means the date that the USDOT notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

**16.3 Post-Termination Adjustments.** The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish the USDOT's authority to disallow costs, including costs that USDOT reimbursed before termination, and recover funds from the Recipient.

## **16.4 Non-Terminating Events.**

- (a) The end of the period of performance described under section 10.4 does not terminate this agreement or the Recipient's obligations under this agreement.
- (b) The liquidation of funds under section 20.1 does not terminate this agreement or the Recipient's obligations under this agreement.

**16.5 Other Remedies.** The termination authority under this article 16 supplements and does not limit the USDOT's remedial authority under article 15 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

**ARTICLE 17**  
**MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS**

**17.1 Recipient Monitoring and Record Retention.**

- (a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:
  - (1) that those activities comply with this agreement; and
  - (2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.
- (b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(d).
- (c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

**17.2 Financial Records and Audits.**

- (a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the project, and the amount or nature of that portion of the cost of the project supplied by other sources, and any other financial records related to the project.
- (b) The Recipient shall keep accounts and records described under section 17.2(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.301–200.303, 2 C.F.R. part 200, subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.
- (c) The Recipient shall separately identify expenditures under the fiscal year 2023 SS4A grants program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:
  - (1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. part 200, subpart F, including “FY 2023” in the program name; and
  - (2) list expenditures under that program on a separate row under Part II, Item 1 (“Federal Awards Expended During Fiscal Period”) of Form SF-SAC, including “FY 2023” in column c (“Additional Award Identification”).

- 17.3 Internal Controls.** The Recipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

**17.4 USDOT Record Access.** The USDOT may access Recipient records related to this award under 2 C.F.R. 200.337.

## **ARTICLE 18 CONTRACTING AND SUBAWARDS**

**18.1 Build America, Buy America.** This award term implements § 70914(a) of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtitle A, 135 Stat. 429, 1294 (2021) and Office of Management and Budget (OMB) Memorandum M-22-11, “Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.”

*Requirement to Use Iron, Steel, Manufactured Products, and Construction Materials Produced in the United States.*

The Recipient shall not use funds provided under this award for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product; and
- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

*Inapplicability.*

The domestic content procurement preference in this award term only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

*Waivers.*

When necessary, the Recipient may apply for, and the USDOT may grant, a waiver from the domestic content procurement preference in this award term.

A request to waive the application of the domestic content procurement preference must be in writing. The USDOT will provide instructions on the waiver process and on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Office of Management and Budget (OMB) Made in America Office.

When the USDOT has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the USDOT determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <https://www.transportation.gov/office-policy/transportation-policy/made-in-america>.

### *Definitions*

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Primarily iron or steel” means that the cost of the iron and steel content in the article, material, or supply exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron

or steel components. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

**“Project”** means the development of a safety action plan (including supplemental and topical plans) or the temporary or permanent construction, alteration, maintenance, or repair of infrastructure in the United States.

- (a) Construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtitle A, 135 Stat. 429, 1294 (2021), as implemented by OMB, USDOT, and FHWA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).
- (b) Under 2 C.F.R. 200.322, as appropriate and to the extent consistent with law, the Recipient should, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

**18.2 Small and Disadvantaged Business Requirements.** The Recipient shall expend all funds under this award in compliance with the requirements at 2 C.F.R. 200.321 (“Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms”).

**18.3 Engineering and Design Services.** The Recipient shall award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract for architectural and engineering services is negotiated under 2 C.F.R. 200.320 or an equivalent qualifications-based requirement prescribed for or by the Recipient.

**18.4 Foreign Market Restrictions.** The Recipient shall not allow funds provided under this award to be used to fund the use of any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**18.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** The Recipient acknowledges that Section 889 of Pub. L. No. 115-232, 2 C.F.R. 200.216 and 2 C.F.R. 200.471 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

**18.6 Recipient Responsibilities for Subawards.** If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.

**18.7 Subaward and Contract Authorization.**

If the USDOT Office for Subaward and Contract Authorization identified in section 5.1 is “FHWA Office of Acquisition and Grants Management,” then the Recipient shall obtain prior written approval from the USDOT agreement officer for the subaward or contracting out of any new work under this agreement for non-construction awards. This provision is in accordance with 2 CFR 200.308(c)(6) and does not apply to the acquisition of supplies, material, equipment or general support services.

**ARTICLE 19  
COSTS, PAYMENTS, AND UNEXPENDED FUNDS**

**19.1 Limitation of Federal Award Amount.** Under this award, the USDOT shall not provide funding greater than the amount obligated on the SS4A Grant cover page, Item 11, Federal Funds Obligated. The Recipient acknowledges that USDOT is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.

**19.2 Projects Costs.** This award is subject to the cost principles at 2 C.F.R. part 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

**19.3 Timing of Project Costs.**

(a) The Recipient shall not charge to this award costs that are incurred after the period of performance.

(b) The Recipient shall not charge to this award costs that were incurred before the effective date of award of this agreement, unless there has been an approval of pre-award costs under 2 C.F.R. 200.458.

**19.4 Recipient Recovery of Federal Funds.** The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT.

**19.5 Unexpended Federal Funds.** Any Federal funds that are awarded at section 10.1 but not expended on allocable, allowable costs remain the property of the United States.

**19.6 Timing of Payments to the Recipient.** When reimbursement is used, the Recipient shall not request reimbursement of a cost before the Recipient has entered an obligation for that cost.

**19.7 Payment Method.** The USDOT may deny a payment request that is not submitted using the method identified in section 5.2.

**19.8 Information Supporting Expenditures**

(a) If the USDOT Payment System identified in section 5.2 is “DELPHI iSupplier,” then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs), shall identify the Federal share and the Recipient’s share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.

(b) If the Recipient submits a request for reimbursement that the USDOT determines does not include or is not supported by sufficient detail, the USDOT may deny the request or withhold processing the request until the Recipient provides sufficient detail.

**19.9 Reimbursement Frequency.** If the USDOT Payment System identified in section 5.2 is “DELPHI iSupplier,” then the Recipient shall not request reimbursement more frequently than monthly.

**19.10 Match.** The recipient should show on each request for reimbursement that at least 20 percent of the incurred costs will count towards match. If the recipient intends to vary the match percentage over the life of the project, it must communicate its plan to USDOT. The recipient is responsible for tracking match according to the plan. At the completion of the grant award, the cost share requirement must be met, and Federal funds must not exceed the project's Federal share.

**ARTICLE 20  
LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY**

**20.1 Liquidation of Recipient Obligations.**

(a) The Recipient shall liquidate all obligations of award funds under this agreement not later than the earlier of (1) 120 days after the end of the period of performance or (2) the statutory availability to eligible entities date, which shall be 5 years after the date on which the grant is provided.



- (b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

## **ARTICLE 21 AGREEMENT MODIFICATIONS**

**21.1 Bilateral Amendments.** The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.

**21.2 Unilateral Contact Modifications.**

- (a) The USDOT may update the contacts who are listed in sections 4.4 by written notice to all of the Recipient contacts who are listed in section 4.3.

**21.3 USDOT Unilateral Modifications.**

- (a) The USDOT may unilaterally modify this agreement to comply with Federal law, including the Program Statute.
- (b) To unilaterally modify this agreement under this section 21.3(a), the USDOT must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.

**21.4 Other Modifications.** The parties shall not amend, modify, or supplement this agreement except as permitted under sections 21.1, 21.2, or 21.3. If an amendment, modification, or supplement is not permitted under section 21.1, not permitted under section 21.2, and not permitted under section 21.3, it is void.

## **ARTICLE 22 CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE**

**22.1 Climate Change and Environmental Justice.** Consistent with Executive Order 14008, “Tackling the Climate Crisis at Home and Abroad” (Jan. 27, 2021), Attachment C documents the consideration of climate change and environmental justice impacts of the Project.

## **ARTICLE 23 RACIAL EQUITY AND BARRIERS TO OPPORTUNITY**

**23.1 Racial Equity and Barriers to Opportunity.** Consistent with Executive Order 13985, “Advancing Racial Equity and Support for Underserved Communities Through the

Federal Government” (Jan. 20, 2021), Attachment D documents activities related to the Project to improve racial equity and reduce barriers to opportunity.

**ARTICLE 24**  
**FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL**  
**POLICY REQUIREMENTS**

**24.1 Uniform Administrative Requirements for Federal Awards.** The Recipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.

**24.2 Federal Law and Public Policy Requirements.**

- (a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.
- (b) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

**24.3 Federal Freedom of Information Act.**

- (a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.
- (b) The Recipient acknowledges that the Technical Application and materials submitted to the USDOT by the Recipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.

**24.4 History of Performance.** Under 2 C.F.R. 200.206, any Federal awarding agency may consider the Recipient’s performance under this agreement when evaluating the risks of making a future Federal financial assistance award to the Recipient.

**24.5 Whistleblower Protection.**

- (a) The Recipient acknowledges that it is a “grantee” within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.
- (b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

**24.6 External Award Terms and Obligations.**

- (a) In addition to this document and the contents described in article 29, this agreement includes the following additional terms as integral parts:

- (1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;
- (2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;
- (3) 2 C.F.R. 175.15(b): Trafficking in Persons; and
- (4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

(b) The Recipient shall comply with:

- (1) 49 C.F.R. part 20: New Restrictions on Lobbying;
- (2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;
- (3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and
- (4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

**24.7 Incorporated Certifications.** The Recipient makes the statements in the following certifications, which are incorporated by reference:

- (1) Appendix A to 49 C.F.R. part 20 (Certification Regarding Lobbying).

## **ARTICLE 25 ASSIGNMENT**

**25.1 Assignment Prohibited.** The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

## **ARTICLE 26 WAIVER**

**26.1 Waivers.**

- (a) A waiver granted by USDOT under this agreement will not be effective unless it is in writing and signed by an authorized representative of USDOT.

- (b) A waiver granted by USDOT under this agreement on one occasion will not operate as a waiver on other occasions.
- (c) If USDOT fails to require strict performance of a provision of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that provision or breach.

## **ARTICLE 27 ADDITIONAL TERMS AND CONDITIONS**

**27.1 Effect of Planning and Demonstration or Implementation Award.** Based on information that the Recipient provided to the USDOT, including the Grant Application, as indicated in section 2.5, this agreement designates this award as a Planning and Demonstration award or an Implementation award, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation as listed in the FY 2023 Notice of Funding Opportunity for Safe Streets and Roads for All.

**27.2 Disclaimer of Federal Liability.** The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

### **27.3 Environmental Review**

(a) In this section, “**Environmental Review Entity**” means:

- (1) if the Project is located in a State that has assumed responsibilities for environmental review activities under 23 U.S.C. 326 or 23 U.S.C. 327 and the Project is within the scope of the assumed responsibilities, the State; and
- (2) for all other cases, the FHWA.

(b) Except as authorized under section 27.3(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:

- (1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and
- (2) if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written notice that the environmental review process is complete.

- (c) If the Recipient is using procedures for early acquisition of real property under 23 C.F.R. 710.501 or hardship and protective acquisitions of real property 23 C.F.R. 710.503, the Recipient shall comply with 23 C.F.R. 771.113(d)(1).
- (d) The Recipient acknowledges that:
  - (1) the Environmental Review Entity’s actions under section 27.3(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and
  - (2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.
- (e) Consistent with 23 C.F.R. 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.
- (f) The activities described in this agreement may inform environmental decision-making processes, but the parties do not intend this agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align information in this agreement, then:
  - (1) the parties may amend this agreement under section 21.1 for consistency with the selected build alternative; or
  - (2) if the USDOT determines that the condition at section 16.1(a)(5) is satisfied, the USDOT may terminate this agreement under section 16.1(a)(5).
- (g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.

**27.4 Railroad Coordination.** If the agreement includes one or more milestones identified as a “Railroad Coordination Agreement,” then for each of those milestones, the Recipient shall enter a standard written railroad coordination agreement, consistent with 23 C.F.R. 646.216(d), no later than the deadline date identified for that milestone, with the identified railroad for work and operation within that railroad’s right-of-way.

**27.5 Relocation and Real Property Acquisition.**

- (a) The Recipient shall comply with the land acquisition policies in 49 C.F.R. part 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.
- (b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. part 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. part 24 subparts D–E.

- (c) The Recipient shall make available to displaced persons, within a reasonable period of time prior to displacement, comparable replacement dwellings in accordance with 49 C.F.R. part 24 subpart E.

**27.6 Equipment Disposition.**

- (a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project that entity shall request disposition instructions from the FHWA.
- (b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.313–200.316 and 2 C.F.R. 1201.313.
- (c) The Recipient shall ensure compliance with this section (27.6) for all tiers of subawards under this award.

**ARTICLE 28  
MANDATORY AWARD INFORMATION**

**28.1 Information Contained in a Federal Award.** For 2 C.F.R. 200.211:

- (1) the “Federal Award Date” is the date of this agreement, as defined under section 30.2;
- (2) the “Assistance Listings Number” is 20.939 and the “Assistance Listings Title” is “Safe Streets and Roads for All Grant Program”; and
- (3) this award is not for research and development.

**ARTICLE 29  
CONSTRUCTION AND DEFINITIONS**

**29.1 Attachments.** This agreement includes the following attachments as integral parts unless Attachments D-F are not required for certain Planning and Demonstration Grants:

Attachment A	Performance Measurement Information
Attachment B	Changes from Application
Attachment C	Racial Equity and Barriers to Opportunity
Attachment D	Climate Change and Environmental Justice Impacts
Attachment E	Labor and Workforce
Attachment F	Critical Infrastructure Security and Resilience

**29.2 Exhibits.** The following exhibits, which are in the document titled “Exhibits to FHWA Grant Agreements Under the Fiscal Year 2023 SS4A Grant Program”, dated January 4,

2024, and available at <https://www.transportation.gov/grants/ss4a/grant-agreements>, are part of this agreement.

- Exhibit A Applicable Federal Laws and Regulations
- Exhibit B Additional Standard Terms
- Exhibit C Quarterly Performance Progress Reports: Format and Content
- Exhibit D Form for Subsequent Obligation of Funds

**29.3 Construction.** If a provision in the exhibits or the attachments conflicts with a provision in articles 1–30, then the provision in articles 1–30 prevails. If a provision in the attachments conflicts with a provision in the exhibits, then the provision in the attachments prevails.

**29.4 Integration.** This agreement constitutes the entire agreement of the parties relating to the SS4A grant program and awards under that program and supersedes any previous agreements, oral or written, relating to the SS4A grant program and awards under that program.

**29.5 Definitions.** In this agreement, the following definitions apply:

“**Program Statute**” means the BIL section 24112 and statutory text under the heading “Safe Streets and Roads for All Grants” in title I of division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (November 15, 2021), and all other provisions of that act that apply to amounts appropriated under that heading.

“**Project**” means the project proposed in the Grant Application, as modified by the negotiated provisions of this agreement.

“**SS4A Grant**” means an award of funds that were made available under the SS4A NOFO.

“**Grant Application**” means the application identified in section 2.1, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

## **ARTICLE 30 AGREEMENT EXECUTION AND EFFECTIVE DATE**

**30.1 Counterparts.** This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

**30.2 Effective Date.** The agreement will become effective when all parties have signed it. The effective date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes a SS4A Grant when the USDOT’s authorized representative signs it.

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Jonathan Damico, IT Administrator  
**Co-Submitter:** Paul Santana  
**Date:** 06/12/2024  
**Meeting Date:** 06/18/2024



---

**TITLE:**

**Consideration and Approval of Ratification of Contract:** Ratify Expenditure and Approval of Cooperative Purchase Contract with HyeTech Network & Security Solutions, LLC for the IT Section to purchase network and security hardware and services for the fiscal year budgeted amount for the term of the Agency Contract.

**STAFF RECOMMENDED ACTION:**

1. Ratify an expenditure of \$156,051.25 for network and security hardware and services from HyeTech Network & Security Solutions, LLC; and
2. Approve the Cooperative Purchase Contract with HyeTech Network & Security Solutions, LLC for the IT Section to purchase network and security hardware and services for the fiscal year budgeted amount for the term of the Agency Contract; and
3. Authorize the City Manager to execute the necessary documents.

**Executive Summary:**

For FY2024 and FY2025 the City Council approved budget for network and security hardware and services is \$600,000. This fiscal year to date the City has spent \$156,051.25 with HyeTech Network & Security Solutions, LLC (HyeTech). Staff seeks ratification of the \$156,051.25 in purchases and approval of a Cooperative Purchase Contract with HyeTech to allow staff to continue to purchase network and security hardware and services to implement, support, and maintain necessary IT functions.

The City Council has budgeted for these purchases and staff has determined that it is in the best interest of the City to enter into a contract with HyeTech for the fiscal year budgeted amount. It is anticipated that future need under the duration of the Cooperative Purchase Contract will be similar and the requirements of the Cooperative Purchase Contract will allow for flexibility in purchasing within the budgeted amounts for future fiscal years for the term of the Agency Contract.

**Financial Impact:**

There is cost for these purchases in the calculated and budgeted in the amount of \$600,000 for FY2024 and FY2025. This cost has been budgeted primarily in the following Information Technology account: 001-01-014-0044-1-4301 as well as other accounts within the 001-01-014-0044-1 category for the networking team.

**Policy Impact:**

None.

**Previous Council Decision or Community Discussion:**

None.



## Options and Alternatives to Recommended Action:

1. Ratify an expenditure of \$156,051.25 with HyeTech; and
2. Approve the Cooperative Purchase Contract with HyeTech for the fiscal year budgeted amount for the term of the Agency Contract; or
3. Do not authorize the Cooperative Purchase Contract and provide staff direction regarding network and security hardware and services.

## Background and History:

The City of Flagstaff Information Technology Division routinely considers and evaluates suppliers to ensure we are providing the best solutions and services to our customers, City of Flagstaff employees, and Network Security providers are no exception to this policy. Staff seeks to use a State of Arizona cooperative purchase contract to enter into an agreement with HyeTech to allow Staff to continue to purchase necessary to implement, support, and maintain the current network and security hardware.

The State of Arizona, Procurement Department, Public Sector conducted a competitive and open procurement process through Request for Proposal Solicitation No. BPM003793 that resulted in Contract No. CTR059868 with HyeTech Network & Security Solutions, LLC. The City of Flagstaff Purchasing staff has reviewed the underlying Agency Contract and has confirmed that it is still current and within the scope of work.

## Connection to PBB Priorities and Objectives:

**Sustainable and Innovative Infrastructure:** Deliver outstanding services to resident through a healthy, well-maintained infrastructure system.

**Safe & Healthy Community:** Provide public safety services with resources, staff, and training responsive to the community's needs.

## Connection to Regional Plan:

None.

## Connection to Carbon Neutrality Plan:

None.

## Connection to 10-Year Housing Plan:

None.

## Connection to Division Specific Plan:

**IT Mission Statement:** Our purpose is to provide the secure tools to make your job easier tomorrow than it was today. Regular device replacement, Networking improvements, and Cyber Security Best Practices, ensure a reliable, safe, and efficient network permitting every employee to have the connectivity necessary to support the City and residents.

---

**Attachments:**    [Cooperative Purchase Contract](#)  
                          [Exhibit A - Memo](#)  
                          [Exhibit B.1 - Agency Contract](#)  
                          [Exhibit B.2 - Agency Contract Amendment 3 Extension 2025](#)  
                          [Exhibit B.3 - Pricing Sheet](#)  
                          [Exhibit B.4 - Discount](#)

## COOPERATIVE PURCHASE CONTRACT

Contract No. 2024-141

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 Hye Tech Network & Security Solutions, LLC, an Arizona Limited Liability Company ("Contractor").

### RECITALS:

- A. Contractor is a fully authorized vendor of Network Equipment and Services.
- B. The State of Arizona, Procurement Department, Public Sector conducted a competitive and open procurement process through Request for Proposal Solicitation No. BPM003793 that resulted in Contract No. CTR059868 with Contractor ("Agency Contract");
- C. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

### AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the Parties agree as follows:

1. Materials and or Services Purchased: Contractor shall provide to the City the materials and or services, as specified in the Scope of Work attached as Exhibit A, and in accordance with the Agency Contract. A general description of materials and/or services being purchased is:

#### **Network and Telephony Equipment and Related Services**

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Scope of Work attached as Exhibit A and incorporated by reference.
3. Payment: Payment to Contractor for the materials and or services not to exceed **the fiscal year budgeted amount for the term of the Agency Contract**; made in accordance with the price list and terms set forth in the Agency Contract. Any price adjustment must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee (the Purchasing Director) may approve an amendment if the amendment price increase is less than \$100,000; otherwise, City Council approval is required.
4. 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.
5. 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.

6. 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.
7. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Teddy Callan  
City of Flagstaff  
211 W. Aspen Ave.  
Flagstaff, AZ 86001  
Teddy.callan@flagstaffaz.gov  
Phone: 928-666-0578

To Contractor:

Rob Durham  
Client Consultant  
10235 S. 51st Street Ste. 120  
Phoenix, AZ 85044  
rdurham@hyetechnetworks.com  
Phone: 602-696-8954

With a copy to:

Jonathan Damico  
City of Flagstaff  
211 W. Aspen Ave.  
Flagstaff, AZ 86001  
Jonathan.damico@flagstaffaz.gov

**(Remainder of Page Intentionally Blank)**

9. Authority: Each Party warrants that it has authority to enter into the Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into the Contract.

Hye Tech Network & Security Solutions, LLC:

By: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF FLAGSTAFF

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office

Notice to Proceed issued: \_\_\_\_\_, 20\_\_

Last Updated October 30, 2023

**EXHIBIT A**  
**SCOPE OF WORK**  
(attached)

1. Exhibit A – March 18, 2024 – Memo from City of Flagstaff IT Department – HyeTech purchases FY24 and FY25 (1 page).

**EXHIBIT B**  
**AGENCY CONTRACT**  
(attached)

1. State of Arizona - Agency Contract #CTR059868 (81 pages).
2. State of Arizona - Agency Contract 2025 Extension #CTR059868 (1 page).
3. HyeTech Pricing Sheet (2 pages).
4. HyeTech Discount (2 pages).



**To: City of Flagstaff Procurement**  
**From: Matt Kakert – IT Manager - Operations**  
**Date: March 18th, 2024**  
**Re: Hye Tech Cooperative Purchasing Agreement**

The COF IT Division is seeking a cooperative purchasing agreement with Hye Tech for the purchasing of network equipment and services (services and materials) for remainder of FY 24 and all of FY 25 in the total amount \$600,000 with the breakdown as follows:

- Up to \$200,000 in professional services for installation, configuration, and project implementation.
- Up to \$400,000 in Cisco equipment purchases for aged equipment replacement, new projects, licensing, enterprise agreements, etc.

Thank you.

## **Matt Kakert**

IT Manager – Operations  
City of Flagstaff

Phone: 928.213.2822

Email: [mkakert@flagstaffaz.gov](mailto:mkakert@flagstaffaz.gov)

Address: 211 W Aspen Ave, Flagstaff AZ, 86001

S:

Our purpose is to provide the secure tools to make your job easier tomorrow than it was today.



## **Cover Sheet**

**Contract No.:** CTR059868

**Supplier Name:** Hye Tech Network and Security Solutions LLC

**Solicitation No.:** BPM003793

**Statewide Procurement Manager:**

Michael Hillebrand  
Statewide Procurement Manager  
State Procurement Office  
Arizona Department of Administration  
100 North 15th Avenue, Suite 402  
Phoenix, AZ 85007  
[Michael.Hillebrand@azdoa.gov](mailto:Michael.Hillebrand@azdoa.gov)  
Office: 602-542-4229

**Contents:**

- Executed Offer and Acceptance Form
- Scope, Pricing and Terms and Conditions
- Conformance Statements





**Attachment 1: Offer and Acceptance Form**  
**Solicitation No. BPM003793**  
**Network and Telephone Equipment and Services**

Arizona Department of Administration  
 State Procurement Office  
 100 N 15th Avenue  
 Phoenix, AZ 85007

**SUBMISSION OF OFFER:** Undersigned hereby offers and agrees to provide **TITLE** in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

<b>Initial Offer:</b>	<b>12/7/2021</b>			
	Date	Signature		
<b>Revised Offers:</b>				
	Date	Signature	Date	Signature
	Date	Signature	Date	Signature
<b>Best and Final Offer:</b>	<b>3/23/2022</b>			
	Date	Signature		

**Hye Tech Network & Security Solutions, LLC**

Offeror company name  
**4802 E. Ray Road, #23-414**  
 Address  
**Phoenix, AZ 85044**  
 City | State | ZIP  
**59-3796022**  
 Federal tax identifier (EIN or SSN)

Signature of person authorized to sign Offer  
**Lisa Andrus, COO/CFO**  
 Printed name and title  
**Lisa Andrus, COO/CFO**  
 Contact name and title  
**landrus@hyetechnetworks.com** 480-900-8102  
 Contact Email Address      Contact phone number

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

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


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

**State's Contract Number is:** CTR059868

**Contract Effective Date:** 4/19/2022

*Michael Hillebrand*      4/8/2022  
 Procurement Officer Signature      Award Date

Michael Hillebrand      Statewide Procurement Manager  
 Procurement Officer Name      Title

	<p><b>Request for Proposal</b>  <b>Solicitation No. BPM003793</b>  <b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration  State Procurement Office  100 N 15th Avenue  Phoenix, AZ 85007</p>
---	--	---


**Table of Contents**

---

Notice Page

Table of Contents

<a href="#"><u>Solicitation Summary</u></a>	3
<a href="#"><u>Scope of Work</u></a>	5
<a href="#"><u>Pricing Document</u></a>	13
<a href="#"><u>Special Terms and Conditions</u></a>	19
<a href="#"><u>Uniform Terms and Conditions</u></a>	66

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration          State Procurement Office          100 N 15th Avenue          Phoenix, AZ 85007</p>
---	--	---

## Solicitation Summary

---

### 1. What the State is Soliciting

The Arizona Department of Administration, State Procurement Office (the State), as authorized under A.R.S. § 41-2501 is seeking to establish one or more “statewide” contracts to provide network and telephony equipment and related services.

The State anticipates awarding contract(s) with the intent to secure service coverage statewide. Whether or not it actually enters into any contracts, how many contracts it enters into, and how the work is awarded between those contracts are all at the State’s discretion. Furthermore, the State will use any awarded contracts on an as-needed basis, with no guarantee as to its actual spending under them.

The State reserves the right to accept any item or combination of items specified in the solicitation, unless the Offeror expressly restricts an item or combination of items in its Proposal, and conditions its response on receiving all items for which it provided a proposal. In the event of such restriction, the State will evaluate if an award on such basis will result with the best value and in the best interest for the State. The State may otherwise determine at its sole discretion that such restriction is non-responsive and deem the Offeror ineligible for further evaluation.

### 2. What’s in the Solicitation

2.1. At the time of publication, the following documents are included in the Solicitation:

2.1.1. Attachment: BPM003793 Solicitation Requirements

2.1.1.1. Notice / Cover Page

2.1.1.2. Table of Contents

2.1.1.3. Scope of Work

2.1.1.4. Special Terms and Conditions


2.1.1.5. Uniform Terms and Conditions

2.1.2. Attachment: BPM003793 Solicitation Instructions

2.1.2.1. Special Instructions to Offerors


2.1.2.2. Uniform Instructions to Offerors

2.1.3. Solicitation Attachments:

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration          State Procurement Office          100 N 15th Avenue          Phoenix, AZ 85007</p>
---	--	---

- 2.1.3.1. Attachment 1 – BPM003793 Offer and Acceptance Form
- 2.1.3.2. Attachment 2 – BPM003793 Boycott of Israel Disclosure
- 2.1.3.3. Attachment 3 – BPM003793 Confidential Information
- 2.1.3.4. Attachment 4 – BPM003793 Conformance Statements and Supplements
- 2.1.3.5. Attachment 5 – BPM003793 Key Personnel
- 2.1.3.6. Attachment 6 – BPM003793 Letter of Insurability
- 2.1.3.7. Attachment 7 – BPM003793 Organizational Profile
- 2.1.3.8. Attachment 8 – BPM003793 Proposed Contractors
- 2.1.3.9. Attachment 9 – BPM003793 Offeror Questionnaire
- 2.1.3.10. Attachment 10 – BPM003793 Experience References
- 2.1.3.11. Attachment 12 – BPM003793 Manufacturer Authorization Letters

2.2. The State may issue a Solicitation Amendment at any time after solicitation publication, and before the proposal due date. It is the responsibility of the supplier/offeror to routinely check the APP website for any Solicitation Amendments and revised documents.

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration          State Procurement Office          100 N 15th Avenue          Phoenix, AZ 85007</p>
---	--	---

## Scope of Work

---

### 1. Purpose and Background

The State of Arizona, its Agencies, Boards and Commissions (State), as well as Participating Members of the State Purchasing Cooperative (Cooperative), have an ongoing requirement for various network and telephony products and related services as described herein. The purpose of this solicitation is to conduct a competitive process, in accordance with Arizona Revised Statutes (ARS) 41-2501 et seq., to create a contract(s) from which the State and its Cooperative Members may acquire these products and services.


The objective is to contract with a variety of network equipment, telephony equipment, and network security related equipment vendors to provide a full range of equipment, maintenance, training and services. Currently, the State of Arizona has seven (7) statewide Network Equipment and Services contracts which provide a variety of Data, Voice, and Multimedia Network-based, Network-embedded Products and Services to include all converged and traditional-separate voice, data, and video network products and services. Equipment is primarily designed, and defined by applicable industry standards, for transporting/receiving data (data, voice, and multimedia) between connection points, destinations or endpoints, rather than product-specific technology requirements, allowing for some flexibility to accommodate open-standards-based products, new technologies, and next generation networks.

### 2. Scope of Work

The Scope for Data, Voice, and Multimedia Network-based, Network-embedded Products and Services under this Contract includes all converged and traditional-separate voice, data, and video network products and services primarily designed, and defined by applicable industry standards, for transporting/receiving data (data, voice, and multimedia) between connection points, destinations or endpoints.

#### 2.1 This Scope **does allow** for Data, Voice, and Multimedia Network based Network-embedded Products and Services including:

- 2.1.1 All labor, materials, transportation, equipment and other activities for, and reasonably incidental to: installation, integration, implementation, engineering analysis, design and configuration, of the manufacturer's product or service.
- 2.1.2 Software and/or hardware maintenance and support of the manufacturer's product or service; and
- 2.1.3 Ancillary services in conjunction with the implementation, or installation of a manufacturer's product.
- 2.1.4 Networking products and services, such as routers, gateways, switches, modems, CSU/DSU, access devices, concentrators, network-embedded security solutions, caching and content management devices;
  - 2.1.4.1 Network firewalls, filtering software and security solutions
  - 2.1.4.2 Network Management Products such as management, monitoring, testing, analyzing, and traffic simulating equipment;

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration  State Procurement Office  100 N 15th Avenue  Phoenix, AZ 85007</p>
---	--	---

2.1.5 Wireless Products for applications such as:

2.1.5.1 IEEE802.11X (Wireless Local Area Network - WLAN);

2.1.5.2 IEEE 802.15 (Wireless Personal Area Network – WPAN);

2.1.5.3 IEEE 802.16 (Wireless Metropolitan Area Network – WMAN); and,

2.1.5.4 Fixed Wireless Equipment and related services, such as, access points, transfer points, and controllers

2.1.6 Telephony to include:

2.1.6.1 Telephony products and services, such as IP Telephony systems, PBX and key systems, voice mail and unified messaging systems, teleconferencing, call management systems including Automatic Call Distribution (ACD), Interactive Voice Response (IVR), Computer Telephony Integration (CTI), call account, and the associated end-user telephone devices (other than two-way radios)

2.1.6.2 Telephony management, monitoring, testing, analyzing, and traffic-simulating equipment

2.1.7 Cloud Services integration specifically used in conjunction with the hardware equipment and software purchased and utilized within the scope of this contract.

2.1.8 Managed Services specifically used in conjunction with the hardware equipment and software purchased and utilized within the scope of this contract.

2.1.9 Services used in conjunction with the design, analysis, configuration, implementation, installation, training, maintenance, and support of Data, Voice, and Multimedia Network-based, Network- embedded products and services.

2.1.10 State Agencies, boards and commissions must receive approval from ASET-EIC prior to any purchases under Items 2.1.5 and 2.1.6 of the Scope of Work.


2.1.11 Training:

2.1.11.1 Initial Training on specific equipment that has been purchased.

2.1.11.2 “As needed” Training on specific equipment that has been purchased (e.g. New Hires, etc.).

2.1.11.3 Annual Training for up to fifty (50) participants.

2.2 This Scope requires that the Contractor shall:

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration          State Procurement Office          100 N 15th Avenue          Phoenix, AZ 85007</p>
---	--	---

2.2.1 Provide a Maintenance Program. Contractor shall have a maintenance program for those Customers who choose or require these services. Maintenance programs shall be comprehensive enough to provide service to any Customer within the State of Arizona.

2.2.2 Provide Technical Support:

2.2.2.1 On-Line Support: Provide and maintain a toll-free technical support telephone line, website, or other communication mechanism(s) for the purpose of providing competent technical assistance to Customers who contact the Contractor regarding the operation of Products supplied by the Contractor. Support shall be accessible to all customers who wish to obtain competent technical support.

2.2.2.2 On-Site Support: If requested by the Customer, the Contractor shall also provide on-site installation and troubleshooting and assistance services. These services shall be in addition to the Maintenance Program provided under 2.2.1 above.

2.3 This Scope **does not allow**:

2.3.1 The single purchase of products and services primarily designed to store or process (compute) data, such as midrange or mainframe computer systems, or consumer electronic hardware, component parts and accessories;

2.3.2 Video and Audio conferencing equipment and products; such as:

2.3.2.1 Audio and visual presentation and composing equipment;

2.3.2.2 Cameras;

2.3.2.3 Monitors;

2.3.2.4 VCRs; and


2.3.2.5 Consumer electronics.

2.3.3 Building Wiring Systems (BWS) and structured cabling systems;

2.3.4 Personal Computer Hardware (which includes desktops, laptops and tablets), PC Software and related Services including desktop PC-based firewall and virtual private network (VPN) client-only products and services;

2.3.5 Fixed Wireless Systems and Related Services such as point-to-point and multi-point radios, cabling antennas, towers, power, frequency coordination, licensing, designed to receive/transmit data;

2.3.6 General purpose UNIX Workstations & Servers;

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration          State Procurement Office          100 N 15th Avenue          Phoenix, AZ 85007</p>
---	--	---

- 2.3.7 Disaster Recovery Services;
- 2.3.8 Value-Added Software not specifically designed to support and secure the transport of data (as defined above);
- 2.3.9 Radio related Products and Services, including Public Safety communication Equipment, 2-way radios, 900MHz Digital Radio Systems, and Digital Microwave Radio Equipment;
- 2.3.10 Disk Data Storage Hardware, including Network Attached Storage and Storage Area Network;
- 2.3.11 Carrier Services, both regulated and unregulated; and,
- 2.3.12 General Information Technology Research & Advisory Service and IT Consultant.

2.4 Pricing

For the purpose of complying with this requirement, “list price” means: *The price of an article as shown in a list issued by the manufacturer or by the general body of manufacturers of the particular class of goods* (Merriam-Webster).

2.4.1 Minimum Percent Reduction (Discount) of Price off the List Price. The Contractor shall make available a complete product line at a specified percentage reduction (discount) off the list price.

Example: \$100.00 List Price minus 60% = \$40.00 Reduced (Discounted) Price.

2.4.2 Minimum Maintenance Discount Percent off the List Price. The Contractor shall make available a specified percentage discount off the list price for maintenance for a product line.

2.4.3 Minimum Service Discount Percent off the List Price. The Contractor shall make available a specified percentage discount off the list price for services for a product line.

2.4.3.1 Any services shall include coverage to all geographic regions within the State of Arizona. Service areas are divided into two sections: Urban and Rural.


2.4.3.2 The Contractor may establish a single price for “Rural” areas. All cities specified as “Rural” shall encompass the legal jurisdictional boundaries of the city.

2.4.3.3 The Contractor may establish a single price for “Urban” areas.

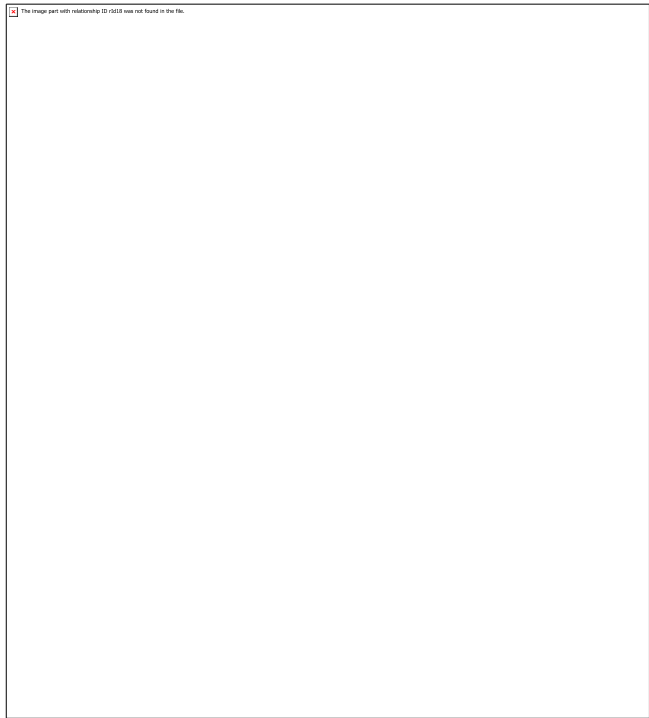
The four areas designated as “Urban” are:

- A. Flagstaff within a 20 mile radius from City Center




	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration          State Procurement Office          100 N 15th Avenue          Phoenix, AZ 85007</p>
---	--	---

- B. Phoenix within a 30 mile radius from City Center
- C. Tucson within a 30 mile radius from City Center
- D. Yuma within a 20 mile radius from City Center



- 2.4.4 The Contractor may offer promotional or volume discounts below the specified percentage discount off the list price stated in the Contract at any time during the life of the Contract.
- 2.4.5 Most-Favored Customer Pricing. Throughout the life of the contract, the Contractor shall always offer the State the most-favored customer or Highest Tier Customer price discount rate on contracted product(s) concurrent with a published price discount rate made to other Customers (both Private and Public sectors). The Contractor shall extend to the State that most-favored customer or Highest Tier Customer price discount on all new product lines during the life of the contract.
- 2.4.6 Price Proposal and Level Discounts
  - 2.4.6.1 Offerors must submit with their proposal a narrative that describes the baseline (published) pricing and the initial pricing level discount that is proposed, **by type, category and Manufacturer** of products and services. The response to this specification must be in the form of a percentage discount off a published or base

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration          State Procurement Office          100 N 15th Avenue          Phoenix, AZ 85007</p>
---	--	---

line price listing.

2.4.6.2 Offerors must describe the base line pricing and provide information where the baseline pricing may be accessed and verified.

2.4.6.3 Offerors shall provide additional volume based pricing for consideration. The Evaluation Committee will be evaluating both per transaction and cumulative volume discounts that may be achieved as well as programs that allow for deeper discounts for proposed standardized configurations.

2.4.6.4 Per Transaction Multiple Unit Discount - Offeror's should propose a discount on each item purchased from the current Published Price List. This discount should extend through all like items or categories and should correlate with those discounts input into the Arizona Procurement Portal (APP), where you are pricing out equipment

2.4.6.5 Cumulative Discount - Offeror's should propose a contractual, cumulative, permanent volume discount based on dollars resulting from the cumulative purchases by all governmental purchasers. The narrative in response to this specification should include a table indicating the additional discount percentage to be earned by cumulative volume purchased. For example, Offeror's may propose an increase in price discounts from the baseline pricing for cumulative volumes greater than "X" million dollars.


**2.4.7 Equipment Category Definitions**

2.4.7.1 Routing Devices - Network devices capable of: 1. Interfacing with both traditional and modern carrier services offerings; 2. Layer 3 packet inspection and decision making; and, 3. Compliant with applicable regulatory and industry.

2.4.7.2 Switching Devices based on Layer 2 forwarding (Switches) - Network devices capable of: 1. May interface with traditional and modern carrier service; offerings; 2. IT environments include: LAN/MAN/WAN Optical, Storage Networking, Ethernet, Wireless, and other environments where information must be transmitted between attached devices; 3. Physical layer (Non Disruptive) switches for patching, testing, and, monitoring purposes; 4. Ethernet Switches with the abilities to make decisions and manipulate data at Layers 3 or higher, including: Load Balancing, Bandwidth Optimization, Health and Alert Monitoring, & Security Features; and, 5. Technologies employed include but not limited to: Ethernet, SONET, WDM, and ATM.

2.4.7.3 Wireless Ethernet - Typically layer 2 and/or Layer 3 devices capable of wireless transmission and reception of data packets: 1. Access Points capable of providing local device accessibility; 2. Point-to-point or Bridged; 3. Meshed configuration; and, 4. Licensed or unlicensed spectrum use.

2.4.7.4 Security Equipment and Solutions - May include devices operating at any layer in the OSI model. 1. Packet inspection/rule enforcement (ACL, Firewall, IDS, DDOS, etc.); 2. Real time interpretation and response (Application Firewalls, IPS, etc.); 3. Content

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration          State Procurement Office          100 N 15th Avenue          Phoenix, AZ 85007</p>
---	--	---

Filtering and/or Rate Limiting; 4. RAS solutions (VPN, SSL acceleration, etc.); and, 5. Centralized monitoring, trend analysis, health and alerting systems.

2.4.7.5 Monitoring and Management Solutions - May include software or appliances operating at any layer in the OSI model: 1. Solutions should accomplish the centralization and interpretation of data acquired from networked devices; 2. Solutions should be developed around commonly accepted methodologies and should make use of the newest versions of SNMP and/or TLS; 3. Solutions must enhance security, manageability, and accountability; 4. Solutions interface should be an intuitive GUI, with possible built in CLI and manual configuration abilities; and, 5. Reporting and analysis tool must include canned reports for regulatory compliance with HIPAA, etc.

2.4.7.6 Other Network Centric solutions - Will include many of the required network elements not listed above. 1. DNS, NAT/PAT, DHCP, and other IP Address management solutions; 2. Mobility and session persistence solutions; 3. Authentication.

2.4.7.7 Telephony - Telephony products and services, such as IP Telephony systems, PBX and key systems, voice mail and unified messaging systems, teleconferencing, call management systems including Automatic Call Distribution (ACD), Interactive Voice Response (IVR), Computer Telephony Integration (CTI), call accounting, and the associated end-user telephone devices.

2.4.7.8 Multi-Function Solutions - Industry movement indicates that multi-function networking appliances are becoming the way of the future. List and describe any product lines that are merging into multi- function platforms. This may include technology areas that are not covered in areas 1 to 7 above. Each such product should be listed with a note including the areas that are included and a short description of any other technological advantages gained through the aggregation of these technologies. (i.e. Blade server chassis may house a built in Ethernet switch – Routers may be capable of Firewall, IDS, and other abilities – Network storage may include an Ethernet and/or a fiber channel switch – etc.).

2.4.7.9 Maintenance Program - Contractor shall have a maintenance program for those Customers who choose or require these services. Maintenance programs shall be comprehensive enough to provide service to any Customer within the State of Arizona.


2.4.7.10 Training - Initial Training on specific equipment that has been purchased.

2.4.7.11 Training - "As Needed" Training on specific equipment that has been purchased (e.g. New Hires).


2.4.7.12 Training - Annual Training for up to fifty (50) participants.

## 2.5 Online Catalog

The Contractor shall make available an online catalog:

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration          State Procurement Office          100 N 15th Avenue          Phoenix, AZ 85007</p>
---	--	---

- 2.5.1 Restricted to only those items that may be purchased under this Contract by being identified as core items or are within the general product categories established by this Contract.
- 2.5.2 Shall not include any items that are specifically excluded from this Contract.
- 2.5.3 The website shall include:
  - 2.5.3.1 Product information/catalog which reflects most recent Arizona approved price catalog;
  - 2.5.3.2 Primary contact information: Name(s), phone number(s), Email address (es); and,
  - 2.5.3.3 Quote and ordering information.
- 2.5.4 Website shall be available 24 x 7, except for scheduled maintenance.
- 2.5.5 No costs or expenses associated with providing this information shall be charged to the Users.
- 2.5.6 Universal Resource Locator (URL) for the website must be supplied to the Procurement Officer within thirty (30) days of an award

	<b>Request for Proposal</b> <b>Solicitation No. BPM003793</b> <b>Network and Telephony Equipment and Related Services</b>	Arizona Department of Administration State Procurement Office 100 N 15th Avenue Phoenix, AZ 85007
---	---	--

## Pricing Document

---

### 1. Compensation method

Contractor will be compensated based on the final detailed written quote approved by the Customer. Pricing shall not exceed the labor rates indicated on the Pricing Document.

Contractor will be compensated based on the final detailed written quote approved by the Eligible Agency.

### 2. Pricing


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

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

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

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

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

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration          State Procurement Office          100 N 15th Avenue          Phoenix, AZ 85007</p>
---	--	---

the accomplishment of the requirements in the Contract are included in the pricing provided.

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

2.3.1. Initial Contract prices will be honored for one year after award of Contract.

2.3.2. ANNUAL ADJUSTMENT: No earlier than 60 (thirty) days before and no later than each anniversary of the effective date during the term of the Contract, either Contractor or State may request an adjustment to the contracted labor rates and reimbursable costs rates.

2.3.2.1. Each shall respond within 21 (twenty-one) days of the request.

2.3.2.2. Any rates so adjusted will be:

2.3.2.2.1. (a) valid until the next anniversary;

2.3.2.2.2. only apply to portions of the Work not yet carried out as of that date (i.e., they do not apply retroactively); and

2.3.2.2.3. not reflected in Contractor's invoices until State provides its formal acceptance by issuing a Contract Amendment.

2.3.3. PROMOTIONAL PRICING: Contractor may offer state-wide promotional discounts. If a promotion has been established, it shall run for a minimum of 30 calendar days and be submitted to the State in writing and include the following:


2.3.3.1. Documentation showing published cost reduction; and

2.3.3.2. Beginning and end dates of the promotion.

2.3.4. Contractor may offer volume discounts that are purchased over a fixed term period. If offered, the Contractor discounts shall be submitted to the State and clearly describe and include the following:

2.3.4.1. Documentation showing volume discount thresholds indicating additional savings or reductions in discounts offered;

2.3.4.2. Beginning and end dates of the volume discount.

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration          State Procurement Office          100 N 15th Avenue          Phoenix, AZ 85007</p>
---	--	---

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

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

2.5. Additional Charges. Any charges or fees not delineated in the Contract may not be added, billed, or invoiced under the Contract.

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

### 3. Funding


No particular funding considerations apart from paragraph 4.4 [*Availability of Funds for the Next State fiscal year*] and 4.5 [*Availability of Funds for the current State fiscal year*] of the Uniform Terms and Conditions have been identified as of the Solicitation date.

### 4. Invoicing

4.1. Invoices Go To Buying Entity. Contractor shall submit all billing notices or invoices to the ordering Eligible Entity/Customer (e.g. Eligible Agency or Co-Op Buyer) at the address indicated on the applicable Order document or by utilizing the Buying Entity's purchasing tool/process.

4.2. Minimum Invoice Requirements. Every invoice must include the following information:


- Bill-to name and address
- Contractor name and contact information
- Remit-to address

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration          State Procurement Office          100 N 15th Avenue          Phoenix, AZ 85007</p>
---	--	---

- Invoice number and date
- State contract number
- Order number (APP PO number)
- Date the services performed
- Applicable payment terms
- Material or Service description (Itemized)
- Quantity delivered or performed
- Line item unit of measure
- Item price
- Extended pricing
- Taxes (as a separate invoice line item)
- Mailing fees (if applicable)
- Total invoice amount due

- 4.3. No Invoice Without Authorization. Contractor shall not seek payment for any:
- 4.3.1. Materials or Services that have not been authorized on an acknowledged Order;
  - 4.3.2. Expediting, overtime, premiums, or upcharges absent State’s express prior approval; or
  - 4.3.3. Materials or Services that are the subject of a Contract Amendment that has not been fully signed.
- 4.4. Submitting Invoices. Contractor shall submit an invoice to the ordering Eligible Agency or Co- Op Buyer using the form and/or process provided or required by the ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer). Every invoice must be signed by Contractor’s authorized representative and accompanied by all supporting information and documentation required by the Contract and applicable laws.
- 4.5. Defective Invoices. Without prejudice to its other rights under the Contract or further obligation to Contractor, the ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer) may, at its discretion, reject any materially defective invoice.




	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration          State Procurement Office          100 N 15th Avenue          Phoenix, AZ 85007</p>
---	--	---

- 4.5.1. The ordering Authorize Entity/Customer (Eligible Agency or Co-Op Buyer) shall notify the Contractor within 5 (five) business days after receipt if it determines an invoice to be materially defective.
- 4.5.2. Invoices will be deemed automatically rejected upon delivery if they:
  - 4.5.2.1. are sent to an incorrect address;
  - 4.5.2.2. do not reference the correct State contract or APP Order number; or
  - 4.5.2.3. are payable to any Person other than the Contractor.
- 4.5.3. The ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer) will have no obligation to pay against a defective invoice unless and until Contractor has re-submitted it free of defects.


**5. Payments**

- 5.1. **PAYMENT.** The applicable Eligible Agency or Co-Op Buyer shall pay undisputed amounts due to Contractor within the time period specified in Section 4.0 Costs and Payments of the Uniform Terms and Conditions
- 5.2. **JOINT CHECKS OR DIRECT PAY.** applicable Eligible Agency or Co-Op Buyer may, but is under no obligation to, pay by joint check or to pay directly to any Subcontractor or other creditor to whom any portion of Contractor's requested payment is owed.
- 5.3. **RECOVERY OF OVER-PAYMENT.** If applicable, Eligible Agency or Co-Op Buyer determines that an over-payment has been made to Contractor on any prior invoice, it shall inform Contractor of the amount and date of the overpayment and may deduct the overpaid amount from amounts then or thereafter due to Contractor.
- 5.4. **PAYMENTS TO SUBCONTRACTORS.** Contractor shall make payment of all undisputed amounts due to Subcontractors within thirty (30) days of receipt of funds from applicable Eligible Agency or Co-Op Buyer applicable to their services.
- 5.5. **PURCHASING CARD.** Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders using a purchasing card. Any and all fees related to payment using a Purchasing Card are the responsibility of Contractor. Unless otherwise stated in the Contract there will be no additional fees or increase in prices associated with this method of payment.
- 5.6. **AUTOMATED CLEARING HOUSE.** Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration State Procurement Office 100 N 15th Avenue Phoenix, AZ 85007</p>
---	--	--

receive payments in this manner from Eligible Agencies, Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at:


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

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration          State Procurement Office          100 N 15th Avenue          Phoenix, AZ 85007</p>
---	--	---

## Special Terms and Conditions

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

1. Definition of Terms As used in the Contract, the terms listed below are defined as follows:
  - 1.1. Acceptance: The document titled “Offer and Acceptance Form” bearing the State contract number once Procurement Officer has signed it to signify (1) State’s formal acceptance of the Accepted Offer and (2) the formation of the Contract. For clarity of intent, the foregoing is not to be confused with the term “acceptance” used throughout the Contract in the context of delivery, inspection, etc., with respect to Materials or Services.
  - 1.2. Accepted Offer
    - 1.2.1. If State did not request a Revised Offer, then “Accepted Offer” means the Initial Offer.
    - 1.2.2. If State requested a Revised Offer but not a Best and Final Offer, then “Accepted Offer” means the latest Revised Offer.
    - 1.2.3. If State requested a Best and Final Offer, then “Accepted Offer” means the Best and Final Offer.
  - 1.3. Arizona Procurement Code A.R.S.; A.A.C.: “Arizona Procurement Code, “A.R.S.,” and “A.A.C.” are each defined in the Instructions to Offerors.
  - 1.4. Arizona TPT Arizona Transaction Privilege Tax: For information, refer to the Arizona Department of Revenue (DOR) website at: <https://www.azdor.gov/business/transactionprivilegetax.aspx>
  - 1.5. Attachment. Any item that:
    - 1.5.1. The Solicitation required Offeror to submit as part of the Offer (e.g., Initial Offer, Revised Offer, or Best and Final Offer);
    - 1.5.2. Was attached to an Offer when submitted; and
    - 1.5.3. Was included in the Accepted Offer.
  - 1.6. Pricing Document. Section Pricing Document of the Solicitation Requirements document of the Solicitation Documents, provided that, if there is no such Section in the Contract, then


	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration          State Procurement Office          100 N 15th Avenue          Phoenix, AZ 85007</p>
---	--	---

“Pricing Document” is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions.

- 1.7. Contract Amendment. A document signed by the Procurement Officer that has been issued for the purpose of making changes to the Contract after execution.
- 1.8. Contract Terms and Conditions. The Special Terms and Conditions and the Uniform Terms and Conditions taken collectively.
- 1.9. Contractor. The Person identified on the Accepted Offer who has entered into the Contract with the State.
- 1.10. Contractor Indemnitor. Contractor or any of its owners, officers, directors, agents, employees, or Subcontractors.
- 1.11. Co-Op Buyer. A member of the State Purchasing Cooperative that has entered into a “Cooperative Purchasing Agreement” with the Arizona Department of Administration State Procurement Office under A.R.S. §41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, “Co-Op Buyer” is to be construed as encompassing an “eligible procurement unit” under A.A.C. R2-7-101(23).

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

- 1.12. Eligible Agency. If the Special Terms and Conditions indicate that the Contract is a “single-agency” contract, then “Eligible Agency” means the particular State of Arizona agency, university, commission, or board identified therein. If the Special Terms and Conditions indicate that the Contract is a “statewide” contract, then “Eligible Agency” means any State of Arizona department, agency, university, commission, or board.
- 1.13. Indemnified Basic Claims. “Indemnified Basic Claims” means any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorneys’ fees, costs of claim processing, investigation and litigation for bodily injury or personal injury, including death, or loss or damage to any real or tangible or intangible personal property, collectively.
- 1.14. Instructions to Offerors. “Instructions to Offerors” means the Solicitation Instructions document of the Solicitation.


	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration          State Procurement Office          100 N 15th Avenue          Phoenix, AZ 85007</p>
---	--	---

- 1.15. Order. The instrument by which the State authorizes a Contractor to perform some or all of the Work. Whether the Contract will have one Order or many Orders depends on the scope of the Contract and how the State will use it. The Special Terms and Conditions provide that information. Any of the following are construed as being an “Order”:
  - 1.15.1. “Release” or “Release Purchase Order: in The State’s e-Procurement System;
  - 1.15.2. “task order,” “service order,” or “job order” when a Release Purchase Order for Services has already been created in The State’s e-Procurement System; or
  - 1.15.3. “purchase order” for buying by Co-Op Buyers, if co-op buying applies.
- 1.16. The State’s e-Procurement System. The State’s official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy document *Technical Bulletin No. 020, The State’s e-Procurement System – The Official State eProcurement System*. Technical Bulletin No. 020 is available online at:
 

[https://spo.az.gov/sites/default/files/documents/files/TB\\_020\\_APP\\_20181024.pdf](https://spo.az.gov/sites/default/files/documents/files/TB_020_APP_20181024.pdf)
- 1.17. State. The State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Order, “State” means each Eligible Agency or Co-Op Buyer who has issued the Order.
- 1.18. State Indemnitees. Collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.
- 1.19. Subcontractor. A.R.S. §41-2503(38), which, for convenience of reference only, is “... a person who contracts to perform Work or render service to ... [C]ontractor or to another [S]ubcontractor as a part of a contract with a state governmental unit . . .” The Contract is to be construed as “a contract with a state governmental unit” for purposes of the definition. For clarity of intent, a Person carrying out any element of the Work is a Subcontractor from the moment they first carry out that element of the Work regardless of whether or not a Subcontract exists then or subsequently.
- 1.20. Work. The totality of the Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.

## 2. Contract Interpretations


- 2.1. Usage. Where the Contract:

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration          State Procurement Office          100 N 15th Avenue          Phoenix, AZ 85007</p>
---	--	---

- 2.1.1. assigns obligations to Contractor, any reference to “Contractor” is to be construed to be a reference to the Contractor and all Subcontractors, whether they are first-tier subcontractors, sub-subcontractors, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Contractor’s and the Subcontractor’s respective agents, representatives, and employees in every instance unless the context plainly requires that it is a reference only to Contractor as apart from Subcontractors.
- 2.1.2. uses the permissive “may” with respect to a party’s actions, determinations, etc., the terms is to be interpreted as in A.A.C. R2-7-101(31) [*Definitions*]. For clarity of intent, any right given to State using “State may” or a like construction denotes discretion and freedom to act so far as any regulatory or operative constraints permit in the relevant circumstances, provided that: (a) where written “may, at its discretion,” the discretion extends to whatever is most advantageous to State; and (b) where written only as “may,” the discretion is constrained by 1. what is fair, reasonable, and as accommodating of the respective best interests of both parties as practicable under the circumstances;
- 2.1.3. uses the imperative “shall” with respect to a party’s actions, duties, etc., the term is to be interpreted as in A.A.C. R2-7-101(43) [*Definitions*]. Conversely, the phrase “shall not” is to be interpreted as an imperative prohibition.
- 2.1.4. uses the term “must” with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity, and is to be read as though written “*must, if [the subject] is to be entitled to have [the object] considered or credited as being compliant with, conforming to, or satisfying [the requirement, criterion, constraint, etc.], otherwise, [the object] will be considered or debited as being non-compliant, non-conforming, or unsatisfactory for its Contract-related purposes*” in every instance;
- 2.1.5. uses the term “might” with respect to an event, outcome, action, etc., the term is to be interpreted as conveying contingency or non-discretionary conditionality; and
- 2.1.6. uses the term “will” or the phrases “is to be” or “are to be” with respect to an event, outcome, action, etc., the term or phrase is to be interpreted as conveying such certainty or imperativeness that “shall” is either unnecessary or irrelevant in that instance.

2.2. Contract Order of Precedence

- 2.2.1. Complementary Documents. All of the documents forming the Contract are complementary. If certain work, requirements, obligations, or duties are set out

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration  State Procurement Office  100 N 15th Avenue  Phoenix, AZ 85007</p>
---	--	---

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

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

2.2.2.1. Contract Amendments;


2.2.2.2. The final Solicitation Documents, in the following order:

- (1) Special Terms and Conditions;
- (2) Exhibits to the Special Terms and Conditions;
- (3) Uniform Terms and Conditions;
- (4) Scope of Work;
- (5) Exhibits to the Scope of Work;
- (6) Pricing Document;
- (7) Exhibits to the Pricing Document;
- (8) Specifications; and
- (9) Any other documents referenced or included in the Solicitation;

2.2.2.3. Orders, in reverse chronological order; and

2.2.2.4. Accepted Offer.

2.2.3. Attachments and Exhibits. For clarity of intent, if an item was an Attachment in the Solicitation Documents or an Offer (either Initial, Revised, Best and Final, or Accepted) and was subsequently made into an Exhibit, or its content was incorporated into one of the other Contract documents, then that Attachment no longer exists contractually as an "Attachment" since it has at that point been made into some other Contract document. In every other case, an Attachment and the

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration  State Procurement Office  100 N 15th Avenue  Phoenix, AZ 85007</p>
---	--	---

Offeror data therein remain part of the Accepted Offer for purposes of precedence and contractual effect.

- 2.3. Independent Contractor. Contractor is an independent contractor and shall act in an independent capacity in performance under the Contract. Neither party is or is to be construed as being the employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.
- 2.4. Complete Integration. The Contract, including any documents incorporated into the Contract by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the Contract.

3. Contract Administration and Operation


- 3.1. Term of Contract. The term of the Contract will commence on the date indicated on the Acceptance and continue for twelve (12) months unless cancelled, terminated, or permissibly extended.
- 3.2. Contract Extensions. State may at its discretion extend the initial Contract term in increments of one or more months and do so one or more times, provided that the maximum aggregate term of the Contract including extensions cannot exceed the maximum aggregate term of five (5) years.

3.3. Notices and Correspondence

- 3.3.1. TO CONTRACTOR. State shall: address all Contract correspondence other than formal notices to the email address indicated as “Default for Type” for “General Mailing Address” in Contractor’s corresponding State’s e-Procurement System Vendor Profile; and address any required notices to Contractor to the “Contact Name and Title” at the “Mailing Address” indicated on the Accepted Offer, as that address might have been amended during the term of the Contract.
- 3.3.2. TO STATE. Contractor shall: address all Contract correspondence other than format notices to the email address indicated in “Contact Instructions” in the The State’s e-Procurement System Summary for State; and address any required notices to State to the Procurement Officer identified as “Purchaser” in the State’s e-Procurement System Summary at the following mailing address:

Arizona Department of Administration  
State Procurement Office  
100 N 15th Avenue  
Phoenix, AZ 85007



	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration          State Procurement Office          100 N 15th Avenue          Phoenix, AZ 85007</p>
---	--	---

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

3.4. **Signing of Contract Amendments.** Contractor’s counter-signature – or “approval” in The State’s e-Procurement System, in the case of an amendment, – is not required to give effect if the Contract Amendment only covers either:

- 3.4.1. extension of the term of the Contract within the maximum aggregate term;
- 3.4.2. revision to Procurement Officer appointment or contact information; or
- 3.4.3. modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the Contract.


In every case other than those listed in (1), (2), and (3) above, both parties’ signatures – or “approval” in The State’s e-Procurement System, in the case of an Amendment – are required to give it effect.

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

3.6. **Books and Records**


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

3.6.2. **RIGHT TO AUDIT.** The retained books and records are subject to audit by State during that period. By A.R.S. §41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration          State Procurement Office          100 N 15th Avenue          Phoenix, AZ 85007</p>
---	--	---

performance under the Contract for the period specified in the statute and those retained books and records are subject to audit by State during that period.

- 3.6.3. **AUDITING.** Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.6.1 and 3.6.2 available to State at all reasonable times or produce the records at a designated State office on State’s demand, the choice of which being at State’s discretion. For the purpose of this paragraph, “reasonable times” are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.
  
- 3.7. **Contractor Licenses** Contractor shall maintain current federal, state and local licenses and permits required for the operation of its business in general, for its operations under the Contract, and for the Work itself.
  
- 3.8. **Inspection and Testing** By A.R.S. §41-2547, State may at reasonable times inspect the part of Contractor’s or Subcontractors’ plant or places of business related to performance under the Contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. State may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are to be supplied under the Contract or that will be incorporated into something to be supplied under the Contract. If the inspection or testing shows non-conformance or defects, then Contractor will owe State reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by State of those things.
  
- 3.9. **Ownership of Intellectual Property**
  - 3.9.1. **RIGHTS IN WORK PRODUCT.** All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor’s administrative communications and records relating to the Contract, are considered work product and Contractor’s property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.
  
  - 3.9.2. **“Government Purpose Rights” are:**
    - 3.9.2.1. the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display,

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration          State Procurement Office          100 N 15th Avenue          Phoenix, AZ 85007</p>
---	--	---

sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;

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

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

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

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

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


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

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

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

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

3.10. Subcontract

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration          State Procurement Office          100 N 15th Avenue          Phoenix, AZ 85007</p>
---	--	---

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


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

3.10.3. FLOW-DOWN. Contractor shall incorporate the provisions, terms, and conditions of the Contract into every Subcontract by inclusion or by reference, as appropriate. When making any post-execution consent requests, Contractor shall include its warrant that it will do the same for the pending Subcontracts covered by the request. Entering into Subcontracts will not relieve Contractor of any of its obligations or duties under the Contract, including, among other things, the duty to supervise and coordinate the work of Subcontractors. Nothing contained in any Subcontract will create or is to be construed as creating any contractual relationship between State and the Subcontractor.

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

3.12. Orders


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

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration  State Procurement Office  100 N 15th Avenue  Phoenix, AZ 85007</p>
---	--	---

- 3.12.2. **ORDER TERMS.** All Orders are subject to the Contract Terms and Conditions; an Order cannot modify the Contract Terms and Conditions.
- 3.12.3. **ORDERS ARE OBLIGATORY.** Until the expiration or earlier termination of the Contract, State may issue and Contractor shall accept Orders that make proper reference to the Contract and are permissible hereunder, provided that, Contractor is not obliged to accept any Order that is not consistent with the then-current pricing, lead times, specifications, or payment provisions of the Contract. Contractor shall fulfill and complete any Orders that are begun but not yet completed as of expiration or earlier termination of the Contract unless State instructs otherwise at the time.
- 3.12.4. **SPECIAL CASE.** In the special case where both the following conditions are true, Procurement Officer’s signature on the Acceptance is Contractor’s authorization to perform and therefore no Order is required: (a) the Contract is identified as being a “single-agency/single-project” contract and (b) the Contract was created in The State’s e-Procurement System as something other than a “Master/ Blanket” type.
- 3.12.5. **NO MINIMUMS OR COMMITMENTS.** (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on Orders; (b) State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated or completed during the term of the Contract; (c) Contractor shall only deliver or perform as authorized by Orders; and (d) State is not limited as to the number of Orders it may issue for the Contract. For clarity of intent, the foregoing applies equally whether an Eligible Agency issues the Order or, if applicable, a Co-Op Buyer issues it.
- 3.12.6. **NON-CONTRACTED MATERIALS OR SERVICES.** Any attempt to knowingly represent for sales, marketing, or related purposes that goods or services not specifically awarded are under a State contract is a violation of the Contract and law.

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

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

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration  State Procurement Office  100 N 15th Avenue  Phoenix, AZ 85007</p>
---	--	---

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

<https://spo.az.gov/programs/cooperative>

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


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

<https://spo.az.gov/suppliers/usage-reporting>

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

<https://spo.az.gov/suppliers/usage-reporting>

- 3.13.5. Contractor shall acknowledge each Order from Eligible Agencies within 1 (one) business day after receipt by either: (a) “approving” the Order electronically in The State’s e-Procurement System, which will indicate Contractor’s unqualified acceptance of the Order as- issued; or (b) “rejecting” the Order electronically in The State’s e-Procurement System, with a concurrent explanation by email to relevant originator as to the reason for rejecting it. By way of reminder, the only grounds on which the Contractor may reject or refuse an Order are those set out in subparagraph 3.11.3 [*Orders are Obligatory*]. Unless and until Contractor has approved the Order in The State’s e-Procurement System, it will have no effect

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration          State Procurement Office          100 N 15th Avenue          Phoenix, AZ 85007</p>
---	--	---

under the Contract and will not oblige either State or Contractor. If the relevant Eligible Agency explicitly instructs at the time that a verbal acceptance is sufficient because of urgency or other unusual circumstances and Contractor duly gives its verbal acceptance, then Contractor will be deemed to have accepted the Order immediately upon commencing performance, provided that, Contractor must follow-up its verbal acceptance by accepting the Purchase Order electronically in The State’s e-Procurement System within 3 (three) business days. Contractor shall thereafter be barred from subsequently rejecting the Order in The State’s e-Procurement System and if it does so the rejection will be void.


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

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

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

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

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

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration          State Procurement Office          100 N 15th Avenue          Phoenix, AZ 85007</p>
---	--	---

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

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

3.16. Work on State Premises


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

3.16.2. PROTECTION OF GROUNDS AND FACILITIES. Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions, State needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 of the Uniform Terms and Conditions [Right of Offset].

4. Costs and Payments

4.1. Payments



	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration          State Procurement Office          100 N 15th Avenue          Phoenix, AZ 85007</p>
---	--	---

4.1.1. **PAYMENT DEADLINE.** State shall make payments in compliance with Arizona Revised Statutes Titles 35 and 41. Unless and then only to the extent expressly stated otherwise in the Pricing Document, State shall make payment in full for Materials that have been delivered and accepted and Services that have been performed and accepted within the time specified in A.R.S. § 35-342 after both of the following become true: (a) all of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Services being invoiced have been performed and accepted; and (b) Contractor has provided a complete and accurate invoice in the form and manner called for in the Pricing Document, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in The State's e-Procurement System and provided a current IRS Form W-9 to State unless excused by law from providing one.

4.1.2. **PAYMENTS ONLY TO CONTRACTOR.** Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, State will only make payment to Contractor under the federal tax identifier indicated on the Accepted Offer.


4.2. **Applicable Taxes**

4.2.1. **CONTRACTOR TO PAY ALL TAXES.** State is subject to Arizona TPT. Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractor's responsibility (as seller) to remit. Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from an Eligible Agency or Co-Op Buyer (as buyer) will not relieve the Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless stated otherwise in the Pricing Document, all prices therein include Arizona TPT as well as every other manner of transaction privilege or sales/use tax that is due to a municipality or another state or its political subdivisions. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel.

4.2.2. **TAX INDEMNITY.** Contractor shall hold State harmless from any responsibility for taxes or contributions, including any applicable damages and interest, that are due to federal, state, and local authorities with respect to the Work and the Contract, as well as any related costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers' compensation insurance.

5. **Contract Changes**

5.1. **Contract Amendments.** The Contract is issued for State under the authority of Procurement Officer. Only a Contract Amendment can modify the Contract, and then only if it does not

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration          State Procurement Office          100 N 15th Avenue          Phoenix, AZ 85007</p>
---	--	---

change the Contract's general scope. Purported changes to the Contract by a person not expressly authorized by Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the Contract based on any such purported changes.

5.2. Assignment and Delegation.

5.2.1. IN WHOLE. Contractor shall not assign in whole its rights or delegate in whole its duties under the Contract without Procurement Officer's prior written consent, which consent Procurement Officer may withhold at his or her discretion. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving State satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when State first awarded it the Contract.


5.2.2. IN PART. Subject to paragraph 3.10 [Subcontracts] with respect to subcontracting, Contractor may assign particular rights or delegate particular duties under the Contract, but shall obtain Procurement Officer's written consent before doing so. Procurement Officer shall not unreasonably withhold consent so long as the proposed assignment or delegation does not attempt to modify the Contract in any way or to alter or impair State's rights or remedies under the Contract or laws.

6. Risk and Liability

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

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

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration          State Procurement Office          100 N 15th Avenue          Phoenix, AZ 85007</p>
---	--	---

warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

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

**6.3 Network Security (Cyber) and Privacy Liability Insurance**

Network Security and Privacy Liability insurance shall include coverage for claims and losses with respect to network risks (such as data breaches, unauthorized access/use, I.D. theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.).


Network Security and Privacy Liability insurance is sometimes packaged with Technology Errors and Omissions (Tech E&O) insurance, depending on the carrier or can be obtained as stand-alone coverage. Network Security and Privacy Liability insurance can also include first-party coverage (no third party claim required) for emergency response in the event of a network or privacy breach such as costs to notify individuals whose data may have been compromised through registered mail. Also part of emergency response costs are call center services as an intake for individuals to contact to trigger credit-monitoring services. Nevertheless, Network Security and Privacy policies can contain similar insuring agreements to Tech E & O.

The typical exposures to the State are:

- Outsourced IT director:
  - Theft of sensitive or valuable information
  - Outage and resultant business interruption
  - Data loss and associated recovery costs
- Offsite data backup or other hosted solutions:
  - Loss of company or client data that could trigger breach requirements, reputation damage, or result in fines/penalties
- E-mail provider:
  - Outage could cause a loss of revenue by decreasing productivity or provider could be responsible for a loss of data

The requirements listed below are the minimum and should in no way preclude you from requiring higher limits depending on the potential exposure to the State. Please contact State Risk Management for guidance.

**6.4 Indemnification Clause**


	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration  State Procurement Office  100 N 15th Avenue  Phoenix, AZ 85007</p>
---	--	---

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, and any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This indemnification will survive the termination of the above listed contract with the Contractor.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

**6.5 Insurance Requirements**

- 6.5.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.
- 6.5.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration          State Procurement Office          100 N 15th Avenue          Phoenix, AZ 85007</p>
---	--	---

6.5.3 Minimum Scope and Limits of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below.

6.5.3.1 Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$2,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$50,000
- Each Occurrence \$1,000,000


- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

6.5.3.2 Business Automobile Liability

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

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

- a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration          State Procurement Office          100 N 15th Avenue          Phoenix, AZ 85007</p>
---	--	---

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**6.5.3.3 Workers' Compensation and Employers' Liability**

- |                           |             |
|---------------------------|-------------|
| • Workers' Compensation   | Statutory   |
| • Employers' Liability    |             |
| • Each Accident           | \$1,000,000 |
| • Disease – Each Employee | \$1,000,000 |
| • Disease – Policy Limit  | \$1,000,000 |

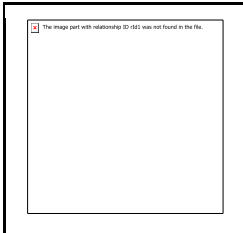
a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

**6.5.3.4 Network Security (Cyber) and Privacy Liability**

- |                    |             |
|--------------------|-------------|
| • Each Claim       | \$2,000,000 |
| • Annual Aggregate | \$2,000,000 |

a. Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage



**Request for Proposal**  
**Solicitation No. BPM003793**  
**Network and Telephony Equipment and Related Services**

Arizona Department of Administration  
State Procurement Office  
100 N 15th Avenue  
Phoenix, AZ 85007


- (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.
- b. In the event that the Network Security and Privacy Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
  - c. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to vicarious liability of the insured arising out of the activities performed by or on behalf of the Contractor.
  - d. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**6.5.3.5 Technology Errors & Omissions Insurance**

6.5.3.6 Each Claim	\$2,000,000
6.5.3.7 Annual Aggregate	\$2,000,000

- a. Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract.
- b. Coverage shall include copyright infringement, infringement of trade dress, domain name, title or slogan.
- c. In the event that the Tech E&O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years, beginning at the time work under this Contract is completed.

**6.5.4 Additional Insurance Requirements**

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration          State Procurement Office          100 N 15th Avenue          Phoenix, AZ 85007</p>
---	--	---

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

6.5.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

6.5.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

6.5.5 Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).


6.5.6 Acceptability of Insurers

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

6.5.7 Verification of Coverage

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.



	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration          State Procurement Office          100 N 15th Avenue          Phoenix, AZ 85007</p>
---	--	---

6.5.7.1 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State’s receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

6.5.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

6.5.7.3 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

**6.5.8 Subcontractors**

Contractor’s certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.


**6.5.9 Approval and Modifications**

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

**6.5.10 Exceptions**

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

**6.6 Patent and Copyright Indemnification. CONTRACTOR/VENDOR (NOT PUBLIC AGENCY).** With respect to Materials or Services provided or proposed by a Contractor Indemnitor for performance under the Contract, Contractor shall indemnify, defend and hold harmless State

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration  State Procurement Office  100 N 15th Avenue  Phoenix, AZ 85007</p>
---	--	---


Indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the Materials and the Services. With respect to the defense and payment of claims under this subparagraph:

- 6.6.1 State shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
  - 6.6.2 Contractor, with reasonable consultation from State, shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;
  - 6.6.3 State may elect to participate in such action at its own expense; and
  - 6.6.4 State may approve or disapprove any settlement or compromise, provided that, (i) State shall not unreasonably withhold or delay such approval or disapproval and (ii) State shall cooperate in the defense and in any related settlement negotiations.
- 6.7 Patent and Copyright Indemnification. CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). With respect to Materials or Services provided or proposed by a Contractor Indemnitor for performance under the Contract, Contractor shall indemnify, defend and hold harmless State Indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the Materials and the Services. With respect to the defense and payment of claims under this subparagraph:
- 6.7.1 State shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
  - 6.7.2 Contractor, with reasonable consultation from State, shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;
  - 6.7.3 State may elect to participate in such action at its own expense; and
  - 6.7.4 State may approve or disapprove any settlement or compromise, provided that, (i) State shall not unreasonably withhold or delay such approval or disapproval and (ii) State shall cooperate in the defense and in any related settlement negotiations.

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

6.8 Force Majeure

- 6.8.1 DEFINITION. For this paragraph, "force majeure" means an occurrence that is

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration          State Procurement Office          100 N 15th Avenue          Phoenix, AZ 85007</p>
---	--	---

6.8.1.1 beyond the control of the affected party,


6.8.1.2 occurred without the party's fault or negligence, and

6.8.1.3 something the party was unable to prevent by exercising reasonable diligence. Without limiting the generality of the foregoing, force majeure expressly includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authorities, and, subject to paragraph 7.6 [Performance in Public Health Emergency], declared public health emergencies. Force majeure expressly does not include late delivery caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, late performance by a Subcontractor unless the delay arises out of an occurrence of force majeure, or inability of either Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

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

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

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

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration          State Procurement Office          100 N 15th Avenue          Phoenix, AZ 85007</p>
---	--	---

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

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

## 7 Warranties

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


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

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

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

7.7 Operational Continuity Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5 [Assignment and Delegation] that expressly recognizes the event.

7.8 Performance in Public Health Emergency Contractor warrants that it will:

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration          State Procurement Office          100 N 15th Avenue          Phoenix, AZ 85007</p>
---	--	---

7.8.1 Have in effect, promptly after commencement, a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum:

7.8.1.1 identification of response personnel by name;

7.8.1.2 key succession and performance responses in the event of sudden and significant decrease in workforce; and

7.8.1.3 alternative avenues to keep sufficient product on hand or in the supply chain; and


7.8.2 Provide a copy of its current plan to State within 3 (three) business days after State's written request. If Contractor claims relief under paragraph 6.5 [Force Majeure] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable. For clarification of intent, being obliged to implement the plan is not of itself an occurrence of force majeure, and Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement it. Furthermore, failure to have or implement an appropriate plan will be a material breach of contract.

7.9 Lobbying

7.9.1 PROHIBITION. Contractor warrants that it will not engage in lobbying activities, as defined in 40 Code of Federal Regulations (CFR) part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure compliance with (a) above. Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

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

7.10 Survival of Warranty. All representations and warranties made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration  State Procurement Office  100 N 15th Avenue  Phoenix, AZ 85007</p>
---	--	---

**8 State’s Contractual Remedies**

No modifications to this section of the Uniform Terms and Conditions.

**9 Contract Termination**

No modifications to this section of the Uniform Terms and Conditions.

**10 Contract Claims**

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

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


**11 General Provisions for Materials**

11.3 Applicability. Article 11 applies to the extent the Work is or includes Materials.

11.4 Off-Contract Materials. Contractor shall ensure that the design and/or procedures for the Materials ordering method prevents Orders for off-contract items or excluded items. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded item ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, return any such items under subparagraph 11.17 or cancel any such Order under subparagraph 11.18, in either case being without obligation and at Contractor’s expense. As used above, “off-contract item” refers to any product not included in the scope of the Contract and for which no price or compensation has been established contractually, and “excluded item” refers to any product expressly stated in the Contract as being excluded from the Contract.

11.5 Compensation for Late Deliveries. Contractor shall have clear, published policies in place regarding late delivery, order cancelation, discounts, or rebates given to compensate for late deliveries, etc., and make them readily available to those Eligible Agencies, and Co-Op Buyers if applicable, that are likely to need them.

11.6 Indicate Shipping Costs on Order. Contractor shall identify and provide the required substantiating documentation for the amount it intends to add for shipping in the Order acknowledgment if shipping is additional to the contracted price or rate for an item; otherwise, Contractor shall indicate that shipping is included in the Order price (in other words, every Order must indicate clearly whether or not shipping is included in the Order

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration  State Procurement Office  100 N 15th Avenue  Phoenix, AZ 85007</p>
---	--	---

price, and if not included, how much is to be added and why that amount is the correct or appropriate one)


- 11.7 Current Products. Contractor shall keep all products being offered under the Contract: (a) in current and ongoing production; (b) in its advertised product lines; (c) as models or types that are actively functioning in other paying customer environments; and (d) in conformance to the requirements of the Contract.
- 11.8 Maintain Comprehensive Selection. Contractor shall provide at all times the comprehensive selection of products for which a price is established in the Commercial Document for ordering by Eligible Agencies, and Co-Op Buyers if applicable.
- 11.9 Additional Products. State, at its discretion, may modify the scope of the Contract by Contract Amendment to include additional products or product categories so long as they are within the general scope of the ones originally covered by the Contract. Once the Contract Amendment has been fully executed, Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. Either party may make the request to add products to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional products, but State may elect not to add some or all of the products in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include: (a) documentation demonstrating that the additional products meet or exceed the specifications for the original products while remaining in the same product groups as the original ones; and (b) documentation demonstrating that the proposed price for the additional products is both fair and reasonable and at the same level of discount relative to market price as were the original ones. Demonstration of (b) typically requires showing how prices at which sales are currently or were last made to a significant number of buyers compare to the prices or discounts (as applicable) being proposed for the additional products.

11.9.1 Addition of New Manufacturers.

11.9.1.1 During the life on an awarded Contract, a new Manufacturer may be added at the States discretion to provide a new product line if:

11.9.1.1.1 The Contractor provides documentation that they are providing their Most-Favored Customer Pricing (highest discount off list);


11.9.1.1.2 Resellers providing the product line shall provide to the Procurement Officer proof of authorization

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration  State Procurement Office  100 N 15th Avenue  Phoenix, AZ 85007</p>
---	--	---

from the Manufacturer that they are authorized to provide the product line.

- 11.10 **Discontinued Products.** If a product or groups of products covered by the Contract are discontinued by the manufacturer, Contractor shall notify State within 5 (five) business days after receiving the manufacturer’s notification. State, at its discretion, will either allow Contractor to provide substitutes for the discontinued products or delete the products from the scope of the Contract, both of which will be accomplished by Contract Amendment. Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. The parties shall negotiate in good faith a fair price for any substitute product, but State may elect to delete the products from the scope of the Contract if no agreement is reached on substitute pricing in a timely manner. When notifying State of the discontinuance, Contractor shall provide: (a) manufacturer’s announcement or documentation stating that the products have been discontinued, with identification by model/part number; (b) documentation demonstrating that the substitute products meet or exceed the specifications for the discontinued products while remaining in the same product groups as were the discontinued ones; and (c) documentation demonstrating that the proposed price for the substitute products is both fair and reasonable and at the same level of discount relative to market price as were the discontinued ones.
- 11.11 **Forced Substitutes.** Forced substitutions will not be permitted; Contractor shall obtain State’s prior written consent before making any discretionary substitution for any product covered by the Contract.
- 11.12 **Recalls.** In the event of a recall notice, technical service bulletin, or other important notification affecting a product offered under the Contract (collectively, “recalls” hereinafter), Contractor shall send timely notice to State for each applicable Order referencing the affected Order and product. Notwithstanding whatever protection Contractor might have under A.R.S. §12-684 with respect to a manufacturer, Contractor shall handle recalls entirely and without obligation on State’s part, other than to permit removal of installed products, retrieval of stored products, etc., as necessary to implement the recall.
- 11.13 **Delivery**
- 11.13.1 **PRICING.** Unless stated otherwise in the acceptance, all Materials prices set forth therein are Free Carrier (FCA seller’s dock) Incoterms®2010, with “seller’s dock” meaning the last place of manufacturing, assembly, integration, final packing, or warehousing before departure to designated point of delivery to State. For reference, the foregoing is to be construed as equivalent to “F.O.B. Origin, Contractor’s Facility” under [FAR 52.247-30](#).



	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration  State Procurement Office  100 N 15th Avenue  Phoenix, AZ 85007</p>
---	--	---

11.13.2 **LIABILITY.** Unless stated otherwise in the Commercial Document or an Order, Contractor’s liability for all Materials is Delivered Duty Paid (DDP) (State-designated receiving point per Order) Incoterms®2010, but with unloading at destination included. For reference, the foregoing is to be construed as equivalent to “F.o.b. Destination, Within Consignee’s Premises” under [FAR 52.247-35](#).

11.13.3 **PAYMENT.** Unless stated otherwise in the Commercial Document or an Order, State shall reimburse Contractor the costs of the difference between DDP (State-designated receiving point per Order) and FCA (seller’s dock) with no mark-up, which Contractor shall itemize and invoice separately.

11.14 **Delivery Time.** Unless stated otherwise in the Commercial Document generally or in the applicable Order particularly, Contractor shall make delivery within 2 (two) business days after receiving each Order.

11.15 **Delivery Locations.** Contractor shall offer deliveries to every location served under the scope of the Contract, specifically

11.15.1 if the Contract is for a single State agency in a single area, then Contractor shall deliver to any agency location in that area;

11.15.2 if the Contract is for a single State agency in all its locations, then Contractor shall deliver to any of that agency’s location in Arizona;


11.15.3 if the Contract is for statewide use but excludes certain areas, then Contractor shall deliver to any Eligible Agency or Co-Op Buyer location that is not in the excluded areas; and

11.15.4 if the Contract is for unrestricted statewide use, then:


11.15.4.1 Contractor shall deliver to any Eligible Agency or Co-Op Buyer anywhere in Arizona;

11.15.4.2 if a prospective Co-Op Buyer outside Arizona wishes to order against the Contract, Contractor agrees to negotiate in good faith any fair and reasonable price or lead time adjustments necessary to serve that location if practicable to do so within the scope of its normal business; and,

11.15.4.3 if the Commercial Document indicates defined delivery areas and prices, those always apply unless the Order expressly states otherwise and Contractor accepts it.

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration          State Procurement Office          100 N 15th Avenue          Phoenix, AZ 85007</p>
---	--	---

- 11.16 Conditions at Delivery Location. Contractor shall verify receiving hours and conditions (i.e. height/weight restrictions, access control, etc.) with the relevant purchaser for the receiving site before scheduling or making a delivery. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the verification or comply with the applicable conditions. Contractor shall make each delivery to the specific location indicated in the Order, which Contractor acknowledges might be inside an industrial building, institutional building, low-rise office building, or high-rise office building instead of a normal receiving dock. Contractor might be required to make deliveries to locations inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required for each delivery and driver individually. Contractor shall contact each such facility directly to confirm its most-current security clearance procedures, allowable hours for deliveries, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the confirmation or comply with the applicable conditions.
- 11.17 Materials Acceptance. State has the right to make acceptance of Materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. State may apply as acceptance criteria conformity to the Contract, workmanship and quality, correctness of constituent materials, and any other matter for which the Contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected Materials from the delivery location, or from any immediate environs to which it might have been reasonably necessary to move it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. State will not owe Contractor any payment for rejected Materials, and State may, at its discretion, withhold or make partial payment for any rejected Materials that have been returned to Contractor in those instances where State has agreed to permit repair instead of demanding replacement.
- 11.18 Correcting Defects. Contractor shall, at no additional cost and without entitlement to extension of any delivery deadline or specified time for performance, remove or exchange and replace any defective or non-conforming delivered or installed Materials
- 11.18.1 Contractor shall be solely responsible for the cost of any associated cutting and patching, temporary protection measures, packing and crating, hoisting and loading, transportation, unpacking, inspection, repacking, reshipping, and reinstallation if installation is within the scope of the Contract.

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration          State Procurement Office          100 N 15th Avenue          Phoenix, AZ 85007</p>
---	--	---

11.18.2 If Contractor fails to do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.

11.18.3 Whether State will permit Contractor to repair in place or demands that Contractor remove and replace is at State's discretion in each instance, provided that, State shall not apply that discretion punitively if repair in place is practicable and doing so would not create safety hazards, put property at risk, unreasonably interfere with operations, create public nuisance, or give rise to any other reasonable concern on State's part.

11.19 Returns. State may, at its discretion, return for full credit and with no restocking charges any delivered. Materials unused in the original packaging, including any instruction manuals or other incidental item that accompanied the original shipment, within thirty (30) days after receipt. If State elects to return delivered Materials, then State shall pay all freight, delivery, and transit insurance costs to return the products to the place from which Contractor shipped them, provided that, if State returns delivered Materials because they are defective or non-conforming or for any other reason having to do with Contractor fault or error, then State will not be responsible for paying freight, delivery, or transit insurance costs to return the products and may, at its discretion, either have those billed directly to Contractor or offset them under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.


11.20 Order Cancellations. State may cancel Orders within a reasonable period after issuance and at its discretion. The same method as that used for ordering will be used for cancellation. If State cancels an Order, then State shall:

11.20.1 pay Contractor for any portion of the Materials and Services from that Order that have been properly delivered or performed as of the cancellation effective date plus one (1) additional business day.

11.20.2 reimburse Contractor for:

11.20.2.1 its actual, documented costs incurred in fulfilling the Order up to the cancellation effective date plus one (1) additional business day;

11.20.2.2 the cost of any obligations it incurred in fulfilling the Order up to the cancellation effective date plus one (1) additional business day that demonstrably cannot be canceled, or that have pre-established cancellation penalties specified in the relevant Subcontracts, to the extent the penalties are reasonable and customary for the work in question; and,

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration          State Procurement Office          100 N 15th Avenue          Phoenix, AZ 85007</p>
---	--	---

11.20.2.3 Contractor shall not charge or be entitled to charge State for any new costs it incurs after receiving the cancellation notice. By way of reminder, State is not liable for any products that were produced, shipped, or delivered or any services that were performed before Contractor had acknowledged the corresponding Order

11.21 Product Safety. Materials as-shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, State is not responsible for making any Materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant.


11.22 Hazardous Materials. Contractor shall timely provide State with any “Safety Data Sheets” (SDS) and any other hazard communication documentation required under the US Department of Labor’s Occupational Safety and Health Administration (OSHA) “Hazard Communication Standard” (often referred to as the “HazCom 2012 Final Rule”) that is reasonably necessary for State to comply with regulations when it or its other contractors install, handle, operate, repair, maintain or remove any Materials. Note that, in the past, those documents might have been referred to as “Material Safety Data Sheets” or “Product Safety Data Sheets”, but State (and this Contract) use only the more up-to-date “SDS” reference. Contractor shall ensure that all its relevant personnel understand the nature of and hazards associated with, to the extent it they are Contractor’s responsibility under the Contract, the design, shipping, handling, delivery, installation, repair and maintenance of any portion of the Work that is, contains or will become upon use a hazardous material, with “hazardous material” being any material or substance that is: (1) identified now or in the future as being hazardous, toxic or dangerous under applicable laws; or (2) subject to statutory or regulatory requirement governing special handling, disposal or cleanup.

12 General Provisions for Services

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


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

12.5 Additional Services. State at its discretion may modify the scope of the Contract by Contract Amendment to include additional services or service categories that are within the general scope of the ones originally covered by the Contract if it determines that doing so is in its best interest. Once the Contract Amendment is fully executed, Contractor shall


	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration          State Procurement Office          100 N 15th Avenue          Phoenix, AZ 85007</p>
---	--	---

then update all applicable price lists and make them available to all affected entities at no additional cost. Either party may make the request to add services to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional services, but State may elect not to add some or all of the services in question if no agreement is reached on pricing in a timely manner. Contractor’s request or proposal in response to State’s request must include documentation demonstrating that the proposed price for the additional services is both fair and reasonable and comparable to the original ones.

- 12.6 Off-Contract Services. Contractor shall ensure that the design and/or procedures for the Services ordering method prevents Orders for off-contract or excluded services. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded service ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, cancel any such Order without obligation. As used above, “off-contract service” refers to any service not included in the scope of the Contract and for which no price or compensation has been established contractually, and “excluded service” refers to any service expressly excluded from the scope of the Contract.
- 12.7 Removal of Personnel. Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, State may at its discretion and without the obligation to demonstrate cause instruct Contractor to remove any of its personnel from State’s facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace them with other personnel having equivalent qualifications, experience, and capabilities.
- 12.8 Transitions. During commencement, Contractor shall attend transition meetings with any outgoing vendors to coordinate and ease the transition so that the effect on State’s operations is kept to a minimum. State may elect to have outgoing vendors complete some or all of their work or orders in progress to ease the transition as is safest and most efficient in each instance, even if that scope is covered under the Contract. Conversely, State anticipates having a continued need for the same materials and services upon expiration or earlier termination of the Contract. Accordingly, Contractor shall work closely with any new (incoming) vendor and State to ensure as smooth and complete a transfer as is practicable. State’s representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming vendor. As with the incoming transition, State may permit Contractor (outgoing) to complete work or orders in progress to ease the transition as is safest and most efficient in each instance.

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration          State Procurement Office          100 N 15th Avenue          Phoenix, AZ 85007</p>
---	--	---

- 12.9 Accuracy of Work. Contractor is responsible for the accuracy of the Services, and shall promptly make all necessary revisions or corrections resulting from errors and omissions on its part without additional compensation. Acceptance by State will not relieve Contractor of responsibility for correction of any errors discovered subsequently or necessary clarification of any ambiguities.
- 12.10 Requirements at Services. Contractor personnel shall perform their assigned portions of the Services at the specific location indicated in the Order (if applicable). Contractor acknowledges that the location might be inside an industrial building, institutional building, or one of various office types and classes. Additionally, if performing the Services requires Contractor personnel to work inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required, Contractor shall contact the facility directly to confirm its most-current security clearance procedures, allowable hours for work, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late performance if Contractor has failed to make the confirmation or comply with the applicable conditions.
- 12.11 Services Acceptance. State has the right to make acceptance of Services subject to acceptance criteria. State may apply acceptance criteria conformity to the Contract, accuracy, completeness, or other indicators of quality or other matter for which the Contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. State will not owe Contractor any payment for unaccepted Services; and State may, at its discretion, withhold or make partial payment for any rejected Services if Contractor is still in the process of re-performing or otherwise curing the grounds for State's rejection.
- 12.12 Corrective Action Required. Notwithstanding any other guarantees, general warranties, or particular warranties Contractor has given under the Contract, if Contractor fails to perform any material portion of the Services, including failing to complete any contractual deliverable, or if its performance fails to meet agreed-upon service levels or service standards set out in or referred to in the Contract, then Contractor shall perform a root-cause analysis to identify the source of the failure and use all commercially reasonable efforts to correct the failure and meet the Contract requirements as promptly as is practicable.
- 12.12.1 Contractor shall provide to State a report detailing the identified cause and setting out its detailed corrective action plan promptly after the date the failure occurred (or the date when the failure first became apparent, if it was not apparent immediately after occurrence).

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration          State Procurement Office          100 N 15th Avenue          Phoenix, AZ 85007</p>
---	--	---

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

12.12.3 Contractor shall take the necessary action(s) to avoid any like failure in the future if doing so is appropriate and practicable under the circumstances

**13 Data and Information Handling**


13.3 Applicability. Article 13 applies to the extent the Work includes handling of any (1) State’s proprietary and sensitive data or (2) confidential or access-restricted information obtained from State or from others at State’s behest.

13.4 Data Protection and Confidentiality of Information. Contractor warrants that it will establish and maintain procedures and controls acceptable to State for ensuring that State’s proprietary and sensitive data is protected from unauthorized access and information obtained from State or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the Contract, provided to Contractor by State, or prepared by others for State are proprietary to State, and all information by those same avenues is State’s confidential information. To comply with the foregoing warrant:

13.4.1 Contractor shall: (a) notify State immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (b) cooperate with State to identify the source or cause and respond to each unauthorized access or inappropriate disclosure; and (c) notify State promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and

13.4.2 Contractor shall not: (a) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person’s individual performance of his or her duties under the Contract, unless State has agreed otherwise in advance and in writing; or (b) respond to any requests it receives from a third party for such data or information, and instead route all such requests to State’s designated representative.

13.5 Personally Identifiable Information Without limiting the generality of paragraph 13.2, Contractor warrants that it will protect any personally identifiable information (“PII”) belonging to State’s employees or other contractors or members of the general public

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration  State Procurement Office  100 N 15th Avenue  Phoenix, AZ 85007</p>
---	--	---

that it receives from State or otherwise acquires in its performance under the Contract. For purposes of this paragraph:

13.5.1 PII has the meaning given in the [federal] Office of Management and Budget (OMB) *Memorandum M-17-12 Preparing for and Responding to a Breach of Personally Identifiable Information, January 3, 2017*; and

13.5.2 “protect” means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) *Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information*.

NOTE (1): For convenience of reference only, the OMB memorandum is available at: <https://dpcl.d.defense.gov/Privacy/Authorities-and-Guidance/>

NOTE (2): For convenience of reference only, the GSA directive is available at: [https://www.gsa.gov/directive/gsa-rules-of-behavior-for-handling-personally-identifiable-information-\(pii\)-](https://www.gsa.gov/directive/gsa-rules-of-behavior-for-handling-personally-identifiable-information-(pii)-)


13.6 Protected Health Information Contractor warrants that, to the extent performance under Contract involves individually identifiable health information (referred to hereinafter as protected health information (“PHI”) and electronic PHI (“ePHI”) as defined in the Privacy Rule referred to below), it:

13.6.1 is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (a) the “Privacy Rule” in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996; (b) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR45-160(B) or the Employee Retirement Income Security Act of 1974 (“ERISA”) as amended; and (c) State’s current and published PHI/ePHI privacy and security policies and procedures;

13.6.2 will cooperate with State in the course of performing under the Contract so that both State and Contractor stay in compliance with the requirements in (1) above; and

13.6.3 will sign any documents that are reasonably necessary to keep both State and Contractor in compliance with the requirements in (1) above, in particular “Business Associate Agreements” in accordance with the Privacy Rule.



	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration          State Procurement Office          100 N 15th Avenue          Phoenix, AZ 85007</p>
---	--	---

NOTE: For convenience of reference only, the Privacy Rule is available at:

<http://www.hhs.gov/hipaa/for-professionals/privacy/index.html>

14 Information Technology Work

14.3 **Applicability** Article 14 applies to any Invitation for Bids, Request for Proposals, or Request for Quotations for "Information Technology," as defined In A.R.S. §18-101 -6 "...all computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, vendor support and related services, equipment and projects," if and to the extent that the Work is or includes Information Technology.


14.4 **Background Checks** Each Contractor's personnel who is an applicant for an information technology position must undergo the security clearance and background check procedure, which includes fingerprinting, as required by A.R.S. §41-710. Contractor shall obtain and pay for the security clearance and background check. Contractor personnel who will have administrator privileges on a State network must additionally provide identity and address verification and undergo State-specified training for unescorted access, confidentiality, privacy, and data security

14.5 Information Access

14.5.1 **SYSTEM MEASURES.** Contractor shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption application and tools to any systems or networks containing or transmitting State's proprietary data or confidential information.

14.5.2 **INDIVIDUAL MEASURES.** Contractor personnel shall comply with applicable State policies and procedures regarding data access, privacy, and security, including prohibitions on remote access and obtaining and maintaining access identifications (IDs) and passwords. Contractor is responsible to State for ensuring that any State access IDs and passwords are used only by the person to whom they were issued. Contractor shall ensure that personnel are only provided the minimum only such level of access necessary to perform his or duties. Contractor shall on request, provide a current register of the access IDs and passwords and corresponding access levels currently assigned to its personnel.

14.5.3 **ACCESS CONTROL.** Contractor is responsible to State for ensuring that hardware, software, data, information, and that has been provided by State or belongs to or is in the custody of State and is accessed or accessible by Contractor personnel is only used in connection with carrying out the Work

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration          State Procurement Office          100 N 15th Avenue          Phoenix, AZ 85007</p>
---	--	---

and is never commercially exploited in any manner whatsoever not expressly permitted under the Contract. State may restrict access of Contractor personnel, or instruct Contractor to restrict their access, if in its determination the requirements of this subparagraph are not being met.

14.6 Pass-Through Indemnity

14.6.1 INDEMNITY FROM THIRD PARTY. For computer hardware or software included in the Work as discrete units that were manufactured or developed solely by a third party, Contractor may satisfy its indemnification obligations under the Contract by, to the extent permissible by law, passing through to State such indemnity as it receives from the third-party source (each a “Pass-Through Indemnity”) and cooperating with State in enforcing that indemnity. If the third party fails to honor its Pass-Through Indemnity, or if a Pass-Through Indemnity is insufficient to indemnify State Indemnitees to the extent and degree, Contractor is required to do by the Uniform Terms and Conditions, then Contractor shall indemnify, defend and hold harmless State Indemnitees to the extent the Pass-Through Indemnity does not.


14.6.2 NOTIFY OF CLAIMS. State shall notify Contractor promptly of any claim to which a Pass-Through Indemnity might apply. Contractor, with reasonable consultation from State, shall control of the defense of any action on any claim to which a Pass-Through Indemnity applies, including negotiations for settlement or compromise, provided that:

14.6.3 State reserves the right to elect to participate in the action at its own expense;

14.6.4 State reserves the right to approve or reject any settlement or compromise on reasonable grounds and if done so timely; and

14.6.5 State shall in any case cooperate in the defense and any related settlement negotiations.

14.7 Systems and Controls In consideration for State having agreed to permit Pass-Through Indemnities in lieu of direct indemnity, Contractor agrees to establish and keep in place systems and controls appropriate to ensure that State funds under this Contract are not knowingly used for the acquisition, operation, or maintenance of Materials or Services in violation of intellectual property laws or a third party’s intellectual property rights.

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration  State Procurement Office  100 N 15th Avenue  Phoenix, AZ 85007</p>
---	--	---

14.8 Redress of Infringement

14.8.1 REPLACE, LICENSE, OR MODIFY. If Contractor becomes aware that any Materials or Services infringe, or are likely to be infringing, on any third party's intellectual property rights, then Contractor shall, at its sole cost and expense and in consultation with State, either:


- 14.8.1.1 replace any infringing items with non-infringing ones;
- 14.8.1.2 obtain for State the right to continue using the infringing items; or
- 14.8.1.3 modify the infringing items so that they become non-infringing, so long as they continue to function as specified following the modification.

14.8.2 CANCELLATION OPTION. In every case under 14.6.1, if none of those options can reasonably be accomplished, or if the continued use of the infringing items is impracticable, State may cancel the relevant Order or terminate the Contract, and Contractor shall take back the infringing items. If State does cancel the Order or terminate the Contract, Contractor shall refund to State:

- 14.8.2.1 for any software created for State under the Contract, the amount State paid to Contractor for creating it;
- 14.8.2.2 for all other Materials, the net book value of the product provided according to generally accepted accounting principles; and
- 14.8.2.3 for Services, the amount paid by State or an amount equal to 12 (twelve) months of charges, whichever is less.

14.8.3 EXCEPTIONS. Contractor will not be liable for any claim of infringement based solely on any of the following by a State Indemnitee:

- 14.8.3.1 modification or use of Materials other than as contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor;
- 14.8.3.2 operation of Materials with any operating software other than that supplied by Contractor or authorized or proposed by a Contractor Indemnitor; or

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration          State Procurement Office          100 N 15th Avenue          Phoenix, AZ 85007</p>
---	--	---

14.8.3.3 combination or use with other products in a manner not contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor.

**14.9 First Party Liability Limitation**

14.9.1 LIMIT. Subject to the provisos that follow below and unless stated otherwise in the Special Terms and Conditions, State’s and Contractor’s respective first party liability arising from or related to the Contract is limited to the greater of \$1,000,000 (one million dollars) or 3 (three) times the purchase price of the specific Materials or Services giving rise to the claim.

14.9.2 PROVISOS. This paragraph limits liability for first party direct, indirect, incidental, special, punitive, and consequential damages relating to the Work regardless of the legal theory under which the liability is asserted. This paragraph does not limit liability arising from any:

14.9.2.1 Indemnified Claim against which Contractor has indemnified State Indemnitees under paragraph 6.3;


14.9.2.2 claim against which Contractor has indemnified State Indemnitees under paragraph 6.4; or

14.9.2.3 provision of the Contract calling for liquidated damages or specifying amounts or percentages as being at-risk or subject to deduction for performance deficiencies.

14.9.3 PURCHASE PRICE DETERMINATION. If the Contract is for a single-agency and a single Order (or if no Order applies), then “purchase price” in Subparagraph 14.9.1 above means the aggregate Contract price current at the time of Contract expiration or earlier termination, including all Contract Amendments having an effect on the aggregate price through that date. In all other cases, “purchase price” above means the total price of the Order for the specific equipment, software, or services giving rise to the claim, and therefore a separate limit will apply to each Order.

14.9.4 NO EFFECT ON INSURANCE. This paragraph does not modify the required coverage limits, terms, and conditions of, or any insured’s ability to claim against any insurance that Contractor is required by the Contract to provide, and Contractor shall obtain express endorsements that it does not.

**14.10 Information Technology Warranty**

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration          State Procurement Office          100 N 15th Avenue          Phoenix, AZ 85007</p>
---	--	---

14.10.1 SPECIFIED DESIGN. Where the Scope of Work for information technology, Work provides a detailed design specification or sets out specific performance requirements, Contractor warrants that the Work will provide all functionality material to the intended use stated in the Contract, provided that, the foregoing warranty does not extend to any portions of the Materials that are:

14.10.1.1 modified or altered by anyone not authorized by Contractor to do so;

14.10.1.2 maintained in a way inconsistent to any applicable manufacturer recommendations; or

14.10.1.3 operated in a manner not within its intended use or environment.

14.10.2 COTS SOFTWARE. With respect to Materials provided under the Contract that are commercial-off-the-shelf (COTS) software, Contractor warrants that:


14.10.2.1 to the extent possible, it will test the software before delivery using commercially available virus detection software conforming to current industry standards;

14.10.2.2 the COTS software will, to the best of its knowledge, at the time of delivery be free of viruses, backdoors, worms, spyware, malware, and other malicious code that could hamper performance, collect unlawfully any personally identifiable information, or prevent products from performing as required by the Contract; and

14.10.2.3 it will provide a new or clean install of any COTS software that State has reason to believe contains harmful code.

14.10.3 PAYMENT HAS NO EFFECT. The warranties in this paragraph are not affected by State's inspection, testing, or payment.

14.11 Specific Remedies. Unless expressly stated otherwise elsewhere in the Contract, State's remedy for breach of warranty under paragraph 14.10 includes, at State's discretion, re-performance, repair, replacement, or refund of any amounts paid by State for the nonconforming Work, plus (in every case) Contractor's payment of State's additional, documented, and reasonable costs to procure materials or services equivalent in function, capability, and performance that was first called for. For clarification of intent, the foregoing obligations are limited by the limitation of liability in paragraph 14.7. If none of the forgoing options can reasonably be effected, or if the use

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration          State Procurement Office          100 N 15th Avenue          Phoenix, AZ 85007</p>
---	--	---

of the materials by State is made impractical by the nonconformance, then State may seek any remedy available to it under law.

14.12 Section 508 Compliance. Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. §18-131 and §18-132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

14.13 Cloud Applications The following are required for Contractor of any cloud solution that hosts State data outside of the State’s network or transmits and/or receives State data.

14.13.1 Submit a completed Arizona Baseline Infrastructure Security Controls assessment spreadsheet as found at: <https://aset.az.gov/resources/policies-standards-and-procedures>, and mitigate or install compensating controls for any issues of concern identified by State. Contractor is required to provide any requested documentation supporting the review of the assessment. The assessment shall be re-validated on a minimum annual basis.


14.13.2 State reserves the right to conduct penetration tests or hire a third party to conduct penetration tests of the Contractor’s application. Contractor will be alerted in advance and arrangements made for an agreeable time. Contractor shall respond to all serious flaws discovered by providing an acceptable timeframe to resolve the issue and/or implement a compensating control.

14.13.3 Contractor must submit a copy of system logs from the cloud system to the State of Arizona security team on a regular basis to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).

14.13.4 Contractor must employ a government-rated cloud compartment to better protect sensitive or regulated State data.

14.14 SECURITY STANDARDS. Security of the State’s WAN and LANs are of utmost importance to the State. In order to assure security from a personnel and operations perspective, Contractor shall comply with:

All requirements, in their entirety, as described in the statewide enterprise architecture, and statewide Information Technology security policies, standards and procedures:

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration          State Procurement Office          100 N 15th Avenue          Phoenix, AZ 85007</p>
---	--	---

<https://aset.az.gov/resources/policies-standards-and-procedures>.

In some instances, Contractor personnel will only be allowed inside of a State facility if accompanied by a State escort. This is applicable in the Correctional facilities, Public Safety facilities, State Lottery, or other facilities as designated by the State.


- 14.15 SECURITY FRAMEWORK. The State of Arizona and its contractors are mandated to develop and implement a Cyber Security Framework (CSF) in accordance with National Institute of Standards and Technology (NIST) guidance. To ensure State and contractors meet these mandates, all contractors responding to State solicitations will be evaluated based on NIST Special Publication (SP) 800-53 Rev. 4 Security and Privacy Controls. Contractor understands and agrees no other forms of Security Frameworks, Trust Documents, Self-Attestations, to include; ISO/IEC, SOC 2 & 3, PCI, or HIPAA reports of compliance are recognized nor accepted by State. NIST SP 800-53 Rev. 4 guidelines can be located at: <https://csrc.nist.gov/publications/detail/sp/800-53/rev-4/final>

Contractor shall comply with all applicable security requirements including but not limited to:

- State reserves the right to conduct risk assessments, vulnerability assessments, black-box penetration tests or hire a third party to conduct risk assessments, vulnerability assessments, and black-box penetration tests of the Contractor’s environment. Contractor will be alerted in advance and arrangements made for an agreeable time. Contractor shall respond to all serious flaws discovered by providing an acceptable timeframe to resolve the issue and/or implement a compensating control.
- Contractor will submit copy of system logs from Contractor’s environment to State of AZ security team on a regular basis to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).

Contractor shall comply with all applicable State and Federal laws and regulations, including, but not limited to;

1. Federal Information Security Management Act of 2002 (FISMA)
2. Federal Information Security Modernization Act of 2014 (FISMA)
3. OMB Circular A-130
4. Health Portability and Accountability Act (HIPAA) including Business Associate Agreement/ Health Information Technology for Economic and Clinical Health Act (HITECH)


	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration          State Procurement Office          100 N 15th Avenue          Phoenix, AZ 85007</p>
---	--	---

5. Tax Information Security Guidelines For Federal, State and Local Agencies: Safeguards for Protecting Federal Tax Returns and Return Information (IRS Publication 1075)
6. A.R.S. 18-104 - Arizona Department of Administration, Arizona Strategic Enterprise Technology (ADOA-ASET), Powers and duties of the agency
7. A.R.S. 18-105 - Statewide information security and privacy office (SISPO)
8. A.R.S. 18-552 - Notification of security system breaches; requirements; enforcement; civil penalty; preemption; exceptions
9. Arizona Executive Order 2008-10 – Mitigating Cyber Security Threats
10. State of Arizona statewide policies, standards and practices
11. SIPC Memorandum of Understanding (MOU)
12. State Environmental policies
13. Family Education Rights Privacy Act (FERPA)
14. Driver's Privacy Protection Act (DPPA)
15. Incident Response Reporting program and system
16. Privacy Incident Reporting policy and standards
17. AZNET/SISPO escalation MOU and notification workflow/templates
18. State of Arizona Library, Archives and Public Records, Records Management Division, General Retention Schedules  
<http://www.lib.az.us/records/documents/pdf/State%20-%20management.pdf>
19. Payment Card Industry (PCI) Security Standards including but not limited to Supplemental Documents, Information Supplements and Validation Requirements – See:  
[https://www.pcisecuritystandards.org/security\\_standards/documents.php?document=pci\\_dss\\_v2-0#pci\\_dss\\_v2-0](https://www.pcisecuritystandards.org/security_standards/documents.php?document=pci_dss_v2-0#pci_dss_v2-0)

14.16 ARIZONA RISK AND AUTHORIZATION MANAGEMENT PTOGRAM (AZRamp) PROCESS SUMMARY. The State of Arizona has established a National Institute of Standards and Technology NIST SP 800-53 revision 4 based process to assess risk associated with storing, processing and/or transmitting State of Arizona data with external, non-State of Arizona, entities. These entities or vendors can include one or more of the following: Software as a Service (SaaS), Platform as a Service (PaaS), Infrastructure as a Service (IaaS) and others storing, processing and/or transmitting State data in environments outside control of the State.

The first step in the AZRamp process is to determine what level of assessment to administer. The State performs this determination by conducting a risk assessment utilizing Arizona's Statewide Information Security Data Classification [Policy 8110](#) in conjunction with an industry accepted Confidentiality, Integrity, Availability (CIA) model. After the risk assessment is performed, one of the three levels below is then assigned to the vendor solution.



	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration          State Procurement Office          100 N 15th Avenue          Phoenix, AZ 85007</p>
---	--	---


AZRamp requires one (or more) of the following assessment levels:

- [AZ Mandatory Control Baseline - Level 1: ~ 35 Controls](#)
  - For RFP and other processes to pre-assess multiple vendors
  - For data only requiring Availability
  - For non-SaaS, PaaS, and IaaS vendors or service providers storing, processing, or transmitting State of Arizona confidential data.
- [NIST Low Impact Control Baseline - Level 2: ~125 Controls](#)
  - For Data Classification Category: Public
  - For data requiring Integrity and Availability
- [NIST Moderate Impact Control Baseline - Level 3: ~325 Controls](#)
  - For Data Classification Category: Confidential
  - For data requiring Confidentiality, Integrity and Availability

The vendor will be provided with a spreadsheet to complete and return to the State for review and approval. All SaaS, PaaS, and IaaS vendors, and other vendors handling confidential data, must complete and return the required control spreadsheet above unless one of the following conditions are met:

- If a vendor has been issued a Federal Risk and Authorization Management Program (FedRAMP) Authorization with an impact level equivalent to the AZRamp requirement above (Low or Moderate), they will need to submit their FedRAMP System Security Plan (SSP) to ASET Assurance for review. This FedRAMP SSP review is in lieu of the requirement to complete the AZRamp spreadsheet.
- If a vendor will be storing, processing, or transmitting State of Arizona data through an already approved AZRamp IaaS/PaaS (Amazon Web Services, Microsoft Azure, Google Cloud Platform, etc.), ASET Assurance requires a letter from the approved IaaS/PaaS stating vendor is a customer AND a letter from the vendor stating all State of Arizona data will be stored, processed and transmitted only in the vendor's approved IaaS/PaaS environment.

For this RFP, an AZRAMP assessment will not be required for a contract award. If after contract award the Contractor or any of its Subcontractors will be meeting the criteria set forth above, then an AZRAMP assessment must be completed before any relevant work can begin. The same will apply for any 3<sup>rd</sup> party product/service being sold under the Contract. If a PO has been issued and AZRAMP is required but is not successfully completed then the order shall be terminated for default.

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration  State Procurement Office  100 N 15th Avenue  Phoenix, AZ 85007</p>
---	--	---


## Uniform Terms and Conditions

---

### 1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. "Attachment" means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2. "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. "Contractor" means any person who has a Contract with the State.
- 1.5. "Days" means calendar days unless otherwise specified.
- 1.6. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8. "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9. "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. "Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration  State Procurement Office  100 N 15th Avenue  Phoenix, AZ 85007</p>
---	--	---

1.12. “State” means the State of Arizona and Department or Agency of the State that executes the Contract.

1.13. “State Fiscal Year” means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

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


- 2.3.1. Special Terms and Conditions;
- 2.3.2. Uniform Terms and Conditions;
- 2.3.3. Statement or Scope of Work;
- 2.3.4. Specifications;
- 2.3.5. Attachments;
- 2.3.6. Exhibits;
- 2.3.7. Documents referenced or included in the Solicitation.

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

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

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


2.7. No Waiver. Either party’s failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration          State Procurement Office          100 N 15th Avenue          Phoenix, AZ 85007</p>
---	--	---

or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. **Contract Administration and Operation**


- 3.1. **Records.** Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other “records” relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. **Non-Discrimination.** The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3. **Audit.** Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor’s or any subcontractor’s books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. **Facilities Inspection and Materials Testing.** The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor’s processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor’s facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5. **Notices.** Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6. **Advertising, Publishing and Promotion of Contract.** The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. **Property of the State.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration  State Procurement Office  100 N 15th Avenue  Phoenix, AZ 85007</p>
---	--	---

is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.


- 3.8. **Ownership of Intellectual Property.** Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract (“Intellectual Property”), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9. **Federal Immigration and Nationality Act.** The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10. **E-Verify Requirements.** In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23- 214, Subsection A.
- 3.11. **Offshore Performance of Work Prohibited.** Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

**4. Costs and Payments**

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration  State Procurement Office  100 N 15th Avenue  Phoenix, AZ 85007</p>
---	--	---

- 4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3. Applicable Taxes
  - 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
  - 4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
  - 4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
  - 4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract,
- 4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
  - 4.5.1. Accept a decrease in price offered by the contractor;
  - 4.5.2. Cancel the Contract; or
  - 4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration  State Procurement Office  100 N 15th Avenue  Phoenix, AZ 85007</p>
---	--	---

- 5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.


6. Risk and Liability

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

6.2. Indemnification

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


6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration  State Procurement Office  100 N 15th Avenue  Phoenix, AZ 85007</p>
---	--	---

the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

- 6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- 6.4. Force Majeure.
  - 6.4.1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
  - 6.4.2. Force Majeure shall not include the following occurrences:
    - 6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
    - 6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
    - 6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
  - 6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment



	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration  State Procurement Office  100 N 15th Avenue  Phoenix, AZ 85007</p>
---	--	---

for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

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

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

**7. Warranties**

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

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

- 7.2.1. Of a quality to pass without objection in the trade under the Contract description;
- 7.2.2. Fit for the intended purposes for which the materials are used;
- 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.


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

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

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

7.6. Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration          State Procurement Office          100 N 15th Avenue          Phoenix, AZ 85007</p>
---	--	---

termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12- 529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

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

**8. State's Contractual Remedies**

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


**8.2. Stop Work Order.**

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

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

8.2.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.3. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration  State Procurement Office  100 N 15th Avenue  Phoenix, AZ 85007</p>
---	--	---

applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

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


9. Contract Termination

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

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

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

9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered

	<p><b>Request for Proposal</b></p> <p><b>Solicitation No. BPM003793</b></p> <p><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration  State Procurement Office  100 N 15th Avenue  Phoenix, AZ 85007</p>
---	--	---

to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. Termination for Default.

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

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

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

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

10. Contract Claims

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

11. Arbitration

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

12. Comments Welcome

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



## Attachment 4: Conformance Statements and Supplements

Solicitation No. BPM003793

Network and Telephony Equipment and Services

Arizona Department of Administration  
State Procurement Office  
100 N 15th Avenue  
Phoenix, AZ 85007

**If taking exceptions, the Attachment Supplements must be uploaded as a separate word doc. file titled "Attachment Supplement -"**

STATE WILL NOT CONSIDER ANY EXCEPTIONS UNLESS DESIGNATED ON THIS FORM.

READ PARAGRAPH 6.8 OF THE INSTRUCTIONS TO OFFERORS BEFORE TAKING ANY EXCEPTIONS – TAKING EXCEPTIONS CAN BE GROUNDS FOR STATE REJECTING OR DOWN-GRADING YOUR OFFER IN EVALUATION.

### CONFORMANCE TO THE INSTRUCTIONS TO OFFERORS

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

YES – Offeror acknowledges that it has read and understands the Special Instructions to Offerors and Uniform Instructions to Offerors of the Solicitation Documents and attests that its Offer complies.

NO – Offeror acknowledges that it has read and understands the Instructions to Offerors in the Solicitation Documents, and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment Supplement 1**.

### CONFORMANCE TO SCOPE OF WORK AND PRICING

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

YES – Offeror acknowledges that it has read and understands the Scope of Work Document and the Pricing Document of the Solicitation Documents and attests that its Offer complies with both.

NO – Offeror acknowledges that it has read and understands the Scope of Work Document and the Pricing Document of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment Supplement 2**.

### CONFORMANCE TO THE CONTRACT TERMS AND CONDITIONS

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

YES – Offeror acknowledges that it has read and understands the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices of the Solicitation Documents and attests that its Offer complies with both.

NO – Offeror acknowledges that it has read and understand the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices 2 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment Supplement 3**.



**Attachment Supplement: Exceptions**  
**Solicitation No. BPM003793**  
**Network and Telephony Equipment and Services**

Arizona Department of Administration  
 State Procurement Office  
 100 N 15th Avenue  
 Phoenix, AZ 85007

**Exceptions to Instructions to Offerors**

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	RFP Language (Copy and Paste from Solicitation)
<b>Special Instructions to Offerors</b>		
<b>x</b>	X Exception:  X Rationale:	<b>x</b>
<b>x</b>	X Exception:  X Rationale:	<b>x</b>
<b>x</b>	X Exception:  X Rationale:	<b>x</b>
<b>Uniform Instructions to Offerors</b>		
<b>x</b>	X Exception:  X Rationale:	<b>x</b>
<b>x</b>	X Exception:  X Rationale:	<b>x</b>

Hye Tech Network & Security Solutions, LLC

Company Name

Signature of Person Authorized to Sign



**Attachment Supplement: Exceptions**  
**Solicitation No. BPM003793**  
**Network and Telephony Equipment and Services**

Arizona Department of Administration  
 State Procurement Office  
 100 N 15th Avenue  
 Phoenix, AZ 85007

**Exceptions to Scope of Work and Pricing**

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	RFP Language (Copy and Paste from Solicitation)
<b>Scope of Work</b>		
x	X Exception:  X Rationale:	x
x	X Exception:  X Rationale:	x
x	X Exception:  X Rationale:	x
<b>Pricing Document</b>		
x	X Exception:  X Rationale:	x
x	X Exception:  X Rationale:	x

Hye Tech Network & Security Solutions, LLC

Company Name

Signature of Person Authorized to Sign



**Attachment Supplement: Exceptions**  
**Solicitation No. BPM003793**  
**Network and Telephony Equipment and Services**

Arizona Department of Administration  
 State Procurement Office  
 100 N 15th Avenue  
 Phoenix, AZ 85007

**Exceptions to Contract Terms & Conditions**

Article/ Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	RFP Language (Copy and Paste from Solicitation)
<b>Special Terms &amp; Conditions</b>		
<b>x</b>	X Exception:  X Rationale:	<b>x</b>
<b>x</b>	X Exception:  X Rationale:	<b>x</b>
<b>x</b>	X Exception:  X Rationale:	<b>x</b>
<b>Uniform Terms &amp; Conditions</b>		
<b>x</b>	X Exception:  Rationale:	<b>x</b>
<b>x</b>	X Exception:  X Rationale:	<b>x</b>

Hye Tech Network & Security Solutions, LLC

Company Name

Signature of Person Authorized to Sign





## Contract Amendment

Contract Number: CTR059868

Amendment 3

Arizona Department of Administration  
State Procurement Office  
1802 West Jackson Street - Number 100  
Phoenix, AZ 85007

### **Network and Telephony Equipment and Services**

### **Hye Tech Network & Security Solution, LLC**

Pursuant to the above referenced Contract, and the State's Uniform Terms and Conditions, Paragraph 5.1 Amendments, the contract shall be amended as follows:

- In accordance with, Special Terms and Conditions, Paragraph 3.2 Contract Extensions, the contract is hereby extended through April 18, 2025.

**ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED**

#### **ACKNOWLEDGEMENT AND AUTHORIZATION**

This amendment shall be fully executed upon the electronic approval in the State e-Procurement system by an authorized representative of the Contractor and applied to the contract in the State e-Procurement system by the Procurement Officer or delegate.

Services	Per Hour
<b>Services - Engineer Level 1</b> - Basic rack and stack experience with limited field experience	\$75.00
<b>Services - Engineer Level 2</b> - Working Engineer with field experience but limited unsupervised.	\$110.00
<b>Services - Engineer Level 3</b> - Working Engineer with good field experience. Can do most tasks without supervision.	\$125.00
<b>Services - Engineer Level 4</b> - Senior Engineer with multiple years experience. Can perform all tasks without direction or supervision.	\$150.00
<b>Services - Engineer Level 5</b> - Principle Architect: Senior Engineer or Manager with 10+ years experience. Typically oversees projects and is responsible for the more complex solutions.	\$175.00
HyeTech Adds	
(Pricing sheet for managed services add)	
<i>Pricing below is for Monitor and Alerting tier ONLY - Additional scope and cost may apply. Final costs are dependent on scope of managed services.</i>	
	<b>Per Year</b>
<b>Telephony Services</b>	
Call Manager	\$120.19
Voice Mail	\$120.19
IM & P	\$120.19
Emergency Responder	\$120.19
Expressway Server	\$120.19
Call Center Express	\$120.19
PSTN Gateway (SIP or PRI)	\$120.19
Analog Gateway VG	\$120.19
<b>Network Managed Services</b>	
Layer 2 Switch - Branch	\$120.19
Layer 3 Switch - Branch	\$120.19
Layer 3 Switch - Campus Core	\$120.19
Datacenter - Top of Rack	\$120.19
Datacenter - Core	\$120.19
Datacenter - Module	\$120.19
Router - Branch	\$120.19
Router - Campus Core	\$120.19
Router - Internet	\$120.19
Router - WAN Core	\$120.19
Router - DCI or Other Router	\$120.19
Wireless - WLAN Controller	\$120.19
Wireless - Access Point	\$3.00
Wireless - CMX/Location/Other Support	\$120.19
Wireless - Management (Prime/DNAC)	\$120.19

**Security Managed Services**

Firewall Management (FMC, Panorama, etc.)	\$120.19
FXOS Chassis (per physical unit)	\$120.19
Next Gen Firewall - Branch	\$120.19
Next Gen Firewall - Datacenter	\$120.19
Next Gen Firewall - Internet	\$120.19
Next Gen Firewall - MPLS VRF Firewall	\$120.19
VPN - Stand Alone VPN Appliance	\$120.19
Next Gen Firewall - Web/Content Filtering	\$120.19
Network Access Control - Server	\$120.19
Network Access Control - User	\$3.00
Web Application Firewall - Medium	\$120.19
Web Application Firewall - Large	\$120.19
Web Application Firewall - Virtual IP	\$30.05
Server Load Balancer - Medium	\$120.19
Server Load Balancer - Large	\$120.19
Server Load Balancer - Virtual IP	\$30.05
Endpoint (End User) Malware Mitigation	\$0.00
Endpoint (Server) Malware Mitigation	\$0.00

**Systems Managed Services**

vCenter Embedded PSC	\$120.19
vCenter External PSC	\$120.19
UCS Domain	\$120.19
UCS B Series Hypervisor	\$120.19
UCS C Series Hypervisor	\$120.19
UCS B Series Bare Metal OS	\$120.19
UCS C Series Bare Metal OS	\$120.19
Nimble Storage	\$120.19
Server General Windows/Linux	\$120.19
Server DC/DNS/DHCP Windows/Linux	\$120.19
Server MSSQL Database	\$120.19

**Misc. Managed Services**

Various Network, Network Security, Voice	\$120.19
--	----------

Please see TAB below titled CATEGORY DEFINITIONS for more information of each Category

Discounts are listed as a % off list price.

If a Manufacturer is missing, please add their name at the bottom

	Routing Devices	Switching Devices	Wireless Ethernet	Security Equipment & Solutions	Monitoring & Management Solutions	Other Network Centric Solutions	Telephony	Multi-Function Solutions	Maintenance	Training: Initial on Equipment Purchased	Training: As Needed	Training: Annual up to 50 Participants	Volume Discount Information	Notes				
APC				5%	12%			5%					May apply depending on technology and spend.					
													<p><i>NOTE: Discounts do not stack For Routing, Switching, Wireless, Security, Telephony, &amp; Monitoring product only. (Excluding SaaS Subscriptions, Enterprise Agreements, Multi-Function Solutions, Maintenance, &amp; Training)</i></p> <p><b>Per Transaction Volume Discounts:</b> Between \$1M and \$2M: +2% discount (45% Total) Over \$2M: +4% discount (47% Total)</p> <p><b>HyeTech Architected Design Discounts:</b> Over \$10k: +4% discount (47% Total)</p>	SmartNET Non-educational agencies: One year = 20% off List, Three year = 25% off List, Five year = 27% off List SmartNET Educational agencies: One year = 32% off List, Three year = 35% off List, Five year = 38% off List Partner Support Non-educational agencies: One year = 36% off List, Three year = 40% off List, Five year = 40% off List Partner Support Educational agencies: One year = 47% off List, Three year = 50% off List, Five year = 50% off List				
Cisco	43%	43%	43%	43%	20%	43%	61%	See notes one year: 20%/32%/36%/47%	43%	43%	43%							
Citrix				26%	26%	26%		5%					May apply depending on technology and spend.					
CradlePoint	18%		18%	18%			18%	0%					May apply depending on technology and spend.					
Dell	15%	44%	31%	15%	10%	8%	5%	5%					May apply depending on technology and spend.					
EMC				39%	39%	39%	39%	5%					May apply depending on technology and spend.					
F5 Networks				23%		23%	23%	8%					May apply depending on technology and spend.	EA: 8%				
HP Enterprise	44%	44%	44%	44%	44%	44%	45%	10%					May apply depending on technology and spend.					
Juniper Networks	51%	51%	51%	51%	45%	15%	45%	12%					May apply depending on technology and spend.					
													<p><i>NOTE: Discounts do not stack For Routing, Switching, Wireless, Security, Telephony, &amp; Monitoring product only. (Excluding SaaS Subscriptions, Enterprise Agreements, Multi-Function Solutions, Maintenance, &amp; Training)</i></p> <p><b>Per Transaction Volume Discounts:</b> Between \$1M and \$2M: +2% discount (45% Total) Over \$2M: +4% discount (47% Total)</p> <p><b>HyeTech Architected Design Discounts:</b> Over \$10k: +4% discount (47% Total)</p>	SmartNET Non-educational agencies: One year = 20% off List, Three year = 25% off List, Five year = 27% off List SmartNET Educational agencies: One year = 32% off List, Three year = 35% off List, Five year = 38% off List Partner Support Non-educational agencies: One year = 36% off List, Three year = 40% off List, Five year = 40% off List Partner Support Educational agencies: One year = 47% off List, Three year = 50% off List, Five year = 50% off List				
Meraki	43%	43%	43%	43%	43%	43%	43%	See notes one year: 20%/32%/36%/47%										
													<p><i>(Excluding Subscriptions, Enterprise Agreements, Maintenance, &amp; Training)</i></p> <p><b>HyeTech Architected Design Discounts:</b> +6% discount (36% Total)</p>					
Palo Alto	30%			30%	25%	10%	25%	8%										
Polycm						5%	25%	25%	10%				May apply depending on technology and spend.					
Ruckus		47%	40%			18%		18%					May apply depending on technology and spend.					

SmartNet (Cisco)									See notes one year: 20%/32%/36%/47%					SmartNET Non-educational agencies: One year = 20% off List, Three year = 25% off List, Five year = 27% off List SmartNET Educational agencies: One year = 32% off List, Three year = 35% off List, Five year = 38% off List Partner Support Non-educational agencies: One year = 36% off List, Three year = 40% off List, Five year = 40% off List Partner Support Educational agencies: One year = 47% off List, Three year = 50% off List, Five year = 50% off List"					
Smartplay (Cisco UCS)						61%			See notes one year: 20%/32%/36%/47%					SmartNET Non-educational agencies: One year = 20% off List, Three year = 25% off List, Five year = 27% off List SmartNET Educational agencies: One year = 32% off List, Three year = 35% off List, Five year = 38% off List Partner Support Non-educational agencies: One year = 36% off List, Three year = 40% off List, Five year = 40% off List Partner Support Educational agencies: One year = 47% off List, Three year = 50% off List, Five year = 50% off List					
Tanium				4%	4%			4%	4%					May apply depending on technology and spend.					
Veeam					11%	11%		11%	0%					May apply depending on technology and spend.	Renewals: 0% discount				
VMWare	18%	18%		18%	18%	18%		18%	2%						2% Discount on Subscriptions and Enterprise Agreements				
Cohesity				15%	15%	15%		15%	10%	15%	5%	5%	May apply depending on technology and spend.						
Crowdstrike				25%	25%	25%		25%	0%					May apply depending on technology and spend.					
Fortinet				35%	15%	15%			5%					May apply depending on technology and spend.					
Netwrix				15%	5%				5%					May apply depending on technology and spend.					
Solarwinds				15%	15%	15%		10%	5%	0%	0%	0%	May apply depending on technology and spend.						
Sophos				15%	15%				2%	2%	2%	2%	May apply depending on technology and spend.						
Splunk				15%	15%			10%	0%					May apply depending on technology and spend.					
Tripp-lite						30%			0%					May apply depending on technology and spend.					
Verkada				15%	15%				15%					May apply depending on technology and spend.					
Zscaler								0%	0%					May apply depending on technology and spend.					

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Denaë Presler, Climate Analyst  
**Co-Submitter:** Nicole Antonopoulos  
**Date:** 06/12/2024  
**Meeting Date:** 06/18/2024



---

**TITLE:**

**Consideration and Approval of Memorandum of Agreement for Climate Pollution Reduction Grant Application:** A Memorandum of Agreement by and between the City of Flagstaff, Coconino County, and the City of Sedona is required for grant submission to the Environmental Protection Agency Climate Pollution Reduction Grant Program.

**STAFF RECOMMENDED ACTION:**

Approve the Memorandum of Agreement between the City of Flagstaff, Coconino County, and the City of Sedona and authorize the City of Flagstaff City Manager to execute the Agreement and any other Agreements related to the Climate Pollution Reduction Grant.

**Executive Summary:**

The City of Flagstaff formed a coalition with Coconino County and the City of Sedona to develop a proposal for the Environmental Protection Agency (EPA) Climate Pollution Reduction Grant (CPRG) program to address liability biomass challenges in the region. The City of Flagstaff, Coconino County, and City of Sedona have shared interests and goals to reduce greenhouse gas emissions and mitigate risks from regional sources of organic waste, including overstocked forests, wastewater biosolids, and residential food and yard waste, which are collectively referred to as liability biomass. City staff submitted the \$57.5 million project proposal, known as the Northern Arizona Biomass Innovation Hub (NABI Hub), to the EPA on March 29, 2024.

As part of the application process, EPA requires that a Memorandum of Agreement (MOA) between the City of Flagstaff, Coconino County, and City of Sedona be submitted by July 1, 2024. Staff are seeking City Council approval of the MOA and to authorize City Manager to execute this Agreement and any other Agreements required of this grant. If awarded, acceptance of the grant would come to City Council for approval.

EPA anticipates releasing a notice of awards in July 2024, with an estimated project start date of October 1, 2024. The period of performance is up to five years from the project start date.

**Financial Impact:**

This MOA requires no financial impact and is non-binding to financial liability. The CPRG grant has no match requirement of the lead applicant, nor the coalition.

**Policy Impact:**

This MOA supports Council goals, the Regional Plan, and the Carbon Neutrality Plan.

**Previous Council Decision or Community Discussion:**

This project proposal was included in the 2024 State and Federal Legislative Priorities, discussed at the January 16, 2024 City Council Meeting.

**Options and Alternatives to Recommended Action:**

Failure to submit an MOA between the coalition members by July 1, 2024, may impact EPA's ability to award the grant. If the Council desires modifications to the MOA, staff recommends making amendments to the MOA if the grant is awarded and when the Council considers accepting the grant.

**Connection to PBB Priorities and Objectives:**

N/A

**Connection to Regional Plan:**

N/A

**Connection to Carbon Neutrality Plan:**

N/A

**Connection to 10-Year Housing Plan:**

N/A

---

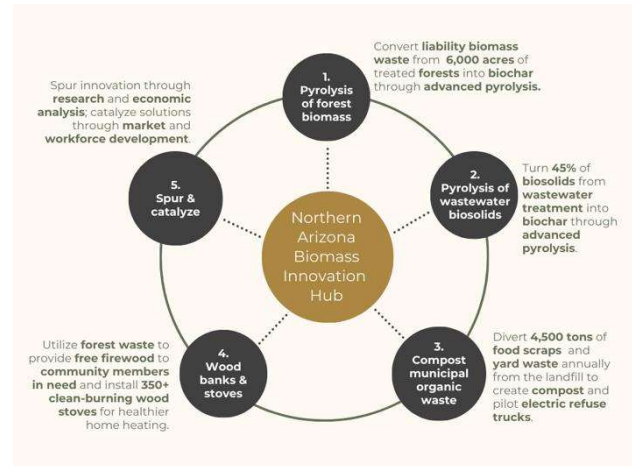
**Attachments:** Northern Arizona Biomass Innovation Hub Summary  
Memorandum of Agreement



## Northern Arizona Biomass Innovation Hub – EPA Grant

### EPA Carbon Pollution Reduction Grant Implementation Proposal 2024 - City of Flagstaff (Lead Applicant)

Challenge: Northern Arizona faces novel challenges to reduce greenhouse gas (GHG) emissions. Like most communities, transportation, buildings and waste disposal are the top contributors to GHG emissions under normal conditions. But what Flagstaff and hundreds of other cities in the Intermountain West have in common is the impact from increasingly frequent and intense wildfires as the climate warms and dries. When catastrophic wildfires burn, status quo emissions pale in comparison to the millions of tons of emissions released from neighboring dense, overstocked forests. Tragically, wildfires are followed by a second potent threat to community well-being: flooding and debris flows now disrupt life in multiple Northern Arizona communities annually. Communities across the West are dealing with these immense challenges while simultaneously enacting plans to reduce emissions and build community resilience to climate change. This project will jump start replicable on-the-ground solutions that reduce the threat of catastrophic wildfire while reducing GHG emissions from problematic regional sources of organic waste we collectively refer to as liability biomass.



5 Part Solution: The Northern Arizona Biomass Innovation (NABI) Hub is a replicable hub and spoke model that will reduce carbon emissions as it solves the region’s longstanding liability biomass challenges. Research, workforce, and market development will spur and catalyze a new circular liability biomass economy that builds community resilience and supports underserved residents. The City is leading a robust NABI Hub Coalition, tapping community assets including forest restoration leadership, university forest and carbon removal researchers, and a robust network of city, county, state, federal, and tribal partners. The five NABI Hub spokes are integrated strategies that can be replicated by other cities in the Intermountain West facing similar challenges.

#### 1. Advanced pyrolysis of forest biomass

Challenges: Catastrophic wildfire is the greatest threat to public safety in Coconino County, with the greater Flagstaff area in one of the nation’s top 10 fire sheds. Since 1996, diverse stakeholders have worked together to build and implement forest restoration strategies to reduce the threat of wildfire. Despite overwhelming socio-political support, progress has been limited, largely due to high volume/low value biomass and high start-up costs of biomass processing. Solutions: A new





industrial scale advanced pyrolysis facility at the regional Cinder Lake Landfill will convert forest biomass into marketable biochar products.

## 2. Advanced pyrolysis of biosolids

**Challenges:** Flagstaff's aging Wildcat Hill Water Reclamation Plant (Wildcat) is operating near its solids capacity limit requires a near term solution. Additionally, Flagstaff disposes of Class B biosolids pm a 40-acre Designated Land Disposal Site A more energy-efficient, cost-effective method for processing and handling biosolids has evolved that would eliminate the need for conventional solids capacity treatment at Wildcat & test the strategy for future full deployment. **Solutions:** A novel biosolids treatment train at Wildcat will convert contaminated biosolids to sterile marketable biochar.

## 3. Composting food and yard waste

**Challenges:** The CLL receives 110,000 to 130,000 tons per year of solid waste generated in the city, surrounding unincorporated communities in the County, and some communities on the Navajo Nation. CLL does not currently capture, vent, nor flare landfill gas, which comprises large amounts of methane. In 2021, CLL emitted an estimated 96,437 metric tons CO<sub>2</sub>e of methane. **Solutions:** The first municipally run compost facility at the CLL, paired with scalable food waste and yard waste diversion programs in multiple jurisdictions, will convert municipal and county organic waste to useful, marketable products.

## 4. Firewood banks and stove replacements

**Challenges:** Northern Arizona ranks among the highest in the nation for dependence on wood for home heating, especially in low-income households and tribal communities. Following the 2019 closure of the Kayenta Mine, thousands of Navajo and Hopi homes that were heated with coal transitioned to wood for home heating. Old stoves are inefficient. Woody stems from restoration thinning are problematic when burned in slash piles—they can produce coals that spark wildfires. **Solutions:** Processing long-burning woody biomass into firewood delivered to new wood community banks; replacing inefficient wood stoves with EPA certified models; and assisting tribal wood banks with staffing.

## 5. Spurring innovation through biomass burial, workforce and market development, and research.

**Challenges:** Building a new liability biomass industry will need knowledge, new markets and a trained workers to sustain it.

## SOLUTIONS

Research will inform economics, scaling, replication, and market development; entrepreneurship incentives and technical assistance will build markets; and career education programs will build workforce capacity.

# **Climate Pollution Reduction Grant**

## **Memorandum of Agreement between the City of Flagstaff, Coconino County, and the City of Sedona**

This Memorandum of Agreement (this “MOA”) is entered into this \_\_\_\_ day of June 2024, by and between the City of Flagstaff (the “City” or “Flagstaff”), an Arizona municipal corporation, and Coconino County (“County”), a political subdivision of the State of Arizona, and the City of Sedona (“Sedona”), an Arizona municipal corporation. Flagstaff, County, and Sedona are each a “Party” and collectively the “Parties” to this MOA.

The purpose of this MOA is to establish the roles, responsibilities and commitments of the Parties as related to the implementation of the Northern Arizona Biomass Innovation Hub (NABI Hub) project if funded through the Environmental Protection Agency (“EPA”) Climate Pollution Reduction Grant (“CPRG”) program.

### **I. Overview:**

Flagstaff, County, and Sedona have shared goals to reduce greenhouse gas emissions and mitigate risks from regional sources of organic waste, including overstocked forests, wastewater biosolids, and residential food and yard waste, which are collectively referred to as liability biomass. The Parties formed a coalition to develop a project to address liability biomass in northern Arizona, known as the Northern Arizona Biomass Innovation Hub (NABI Hub), and Flagstaff, as the Lead Applicant and fiduciary agent, submitted the proposal for funding through the EPA CPRG program on March 29, 2024. By partnering together, the Parties hope to combine their efforts to spearhead new strategies for and remove obstacles to reducing emissions from liability biomass while spurring and catalyzing a new circular economy that supports both community resilience and underserved residents in northern Arizona.

EPA anticipates releasing notice of funding selection in July 2024, with an estimated project start date for awards of October 1, 2024. The period of performance is up to five years from the project start date.

### **II. Operating Model for the Coalition:**

The proposed NABI Hub is a replicable hub and spoke model that will reduce carbon emissions as it addresses the region’s longstanding liability biomass challenges. If awarded, the Parties will establish an operating model to guide the implementation of the grant, which may include any or all the following aspects.

#### **A. Coalition Steering Committee:**

- i. Composed of representative(s) from each Party, the Coalition Steering Committee will meet at determined regular intervals (e.g., monthly or quarterly) and be responsible for strategic direction, oversight, and major

decision-making.

**B. Project Manager:**

- i. An individual hired by the City of Flagstaff to be responsible for day-to-day operations, implementation of the grant, and serve as liaison between the Coalition Steering Committee and operational teams.

**C. Working Groups:**

- i. Comprise of subject matter experts from the Parties and/or partner organizations and/or technical advisors focusing on specific initiatives (e.g., advanced pyrolysis of forest liability biomass, residential compost, wastewater biosolids treatment). The Working Groups will meet at determined regular intervals to coordinate grant activities and share information.

**III. Benefits of Collaboration and Partnerships:**

Flagstaff, County, and Sedona have a longstanding relationship and a strong history of collaboration. The NABI Hub project addresses complex and urgent challenges for the region; these challenges necessitate collaboration and partnerships. The NABI coalition strategically aligns each agency to maximize their strengths, technical expertise, jurisdictional authority, existing relationships (political and community), and public services. The coalition is designed to reduce risk and capitalize on opportunity and innovation.

**IV. Roles, Responsibilities, and Resources:**

If awarded, and assuming the Parties receive the full funding requested in the application, each Party will fulfill the following roles and responsibilities, in alignment with overall project goals, objectives, and target outputs, to ensure the success of the NABI Hub project. If Flagstaff's or either subrecipient's respective funding amounts are reduced for any reason, the Parties will collaborate to agree upon a scaled-back list of roles and responsibilities based on the available funding and grant requirements.

**A. City of Flagstaff Roles and Responsibilities**

- i. Provide project management and communications throughout the grant performance period, including facilitating Coalition meetings.
- ii. Provide financial management and oversight of the grant and disburse subaward funding to subrecipients consistent with the grant's terms and conditions and in accordance with local, state, and federal rules and regulations.
- iii. Establish two advanced pyrolysis facilities; one to process forest waste and one to process City of Flagstaff wastewater biosolids.
- iv. Establish a compost facility to process residential food scraps and yard waste, implement a residential compost collection system, and pilot electric refuse trucks.
- v. Coordinate a demonstration wood vault project.
- vi. Provide a subaward to partner(s) to launch a Marketing Innovation Challenge to grow markets for biochar and compost products.

- vii. Provide a subaward to partner(s) to expand regional technical training to operate advanced pyrolysis and composting technologies.
- viii. Provide a subaward to partner(s) to conduct market and economic analysis to evaluate biomass processing strategies.
- ix. Provide a subaward to university research team(s) to analyze composition of biochar produced and the effects of biochar amendments on the landscape.
- x. Contract performance monitoring for greenhouse gas (GHG) and criteria air pollutants (CAP) reductions, development of Implementation Monitoring Plan, and semi-annual and final reports.
- xi. Lead compliance and reporting activities.

**B. Coconino County Roles and Responsibilities**

- i. Designate representative(s) to actively participate in Coalition meetings.
- ii. Receive federal funding as a grant subrecipient, where the City of Flagstaff serves as the pass-through entity.
- iii. Establish three wood banks to distribute free firewood to community members in need.
- iv. Complete wood stove retrofits for low-income households.
- v. Pilot a yard waste collection program for County residents to compost this material.
- vi. Promote the Marketing Innovation Challenge to help grow markets for biochar and compost products.
- vii. Fully participate in data collection and grant reporting requirements.

**C. City of Sedona Roles and Responsibilities**

- i. Designate representative(s) to actively participate in Coalition meetings.
- ii. Receive federal funding as a grant subrecipient, where the City of Flagstaff serves as the pass-through entity.
- iii. Expand the Community Compost Program to serve a greater number of households in Sedona.
- iv. Promote the Marketing Innovation Challenge to help grow markets for biochar and compost products.
- v. Participate as a learning partner in the wastewater biosolids project.
- vi. Fully participate in data collection and grant reporting requirements.

Collectively, the above commitments advance the goals and objectives of the CPRG program by achieving significant greenhouse gas reductions by 2030 and beyond, stimulating a decarbonized circular economy, benefitting communities in northern Arizona with a focus on serving low-income and disadvantaged households, and developing innovative solutions to liability biomass challenges that can be scaled up and replicated across the Intermountain West.

The responsibilities outlined above for each Party will require certain resources that may include project management, staff time, staff expertise, technical analysis, facilitation, and other related services.

**V. Accountability:**

As directed by the EPA Guidelines for Memorandum of Agreement for a Coalition, the City of Flagstaff, as the Lead Applicant, will be accountable to EPA and accepts full responsibility for effectively carrying out the full scope of work and the proper financial management of the grant if the NABI Hub project is awarded through the EPA CPRG program. Coconino County and City of Sedona, as Coalition Members who are grant subrecipients, will be accountable to the City of Flagstaff for proper use of EPA funding and successful project implementation.

**VI. General Terms:**

- A. Nothing in this MOA constitutes a waiver of any laws, regulations, codes, or other authority to which the Parties may be subject.
- B. Each Party shall be responsible for its own obligations under this MOA, including any costs it incurs in pursuing actions hereunder.
- C. The terms of this MOA will be governed by the laws of the State of Arizona, without regard to conflict of law principles.

Hereby executed as of the date first stated above by the duly authorized representatives of each Party.

**Coconino County**

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Sedona**

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Flagstaff**

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** David McIntire, Community Investment Director  
**Date:** 06/12/2024  
**Meeting Date:** 06/18/2024



---

**TITLE:**

**Consideration and Approval of Contract:** Amended and Restated Contract (Third Amendment) with Flagstaff Arts Council (Creative Flagstaff) for Lead Arts Agency Services; Arts, Science and Culture grant administration; ARPA grant administration; activation of the Coconino Center for the Arts; and ArtX festival.

**STAFF RECOMMENDED ACTION:**

Approve Amended and Restated Contract with Flagstaff Arts Council in an amount not to exceed \$875,626.00

**Executive Summary:**

The City has had a contract with Flagstaff Arts Council (also known as Creative Flagstaff) since 2017. Creative Flagstaff has been our Lead Arts Agency and provided grant process and management for the non-profit and artist community. This contract is funded by a 2% local transaction privilege tax on gross revenues from the hotel and restaurant industries, also known as the Bed, Board and Beverage (BBB) tax. This is the final year the contract may be extended.

The contract and the initial two amendments have three main focus areas:

- Lead Arts Agency - numerous activities to elevate the arts in the community,
- Grant making for arts, culture and science programs - provide a fair and beneficial process to provide BBB grant funds to non-profit partners and projects,
- Art X - Create and deliver an arts and ideas festival in Flagstaff.

This third amendment accomplishes a number of tasks for the coming fiscal year:

- 1) It adjusts the scope of the Lead Arts Agency portion of the contract based on discussions between Creative Flagstaff and City of Flagstaff staff;
- 2) It adjusts the funding amounts based on this year's budget allocation and the new scope of work;
- 3) It extends the timeline for the expenditure of ARPA grant funding;
- 4) It extends the contract for a final year.

**Financial Impact:**

Project Name: Creative Flagstaff Arts, Culture and Science Contract

Cost: \$875,626

Account Number Budgeted: BBB - 054-07-216-0872-5-4273, 054-07-216-0873-5-4273, 054-07-216-0873-5-4290; ARPA - 001-09-402-6321-1-4290

FY Budgeted Amount: \$875,626

Funding Source: BBB

The contract encompasses both the funding to Creative Flagstaff and the pass through dollars for non-profits and events. It includes BBB and ARPA funding.

**Policy Impact:**

There is no formal policy impact.

**Previous Council Decision or Community Discussion:**

Council approved this contract initially in 2017. City staff has been working with a consultant to perform a community process around arts, culture and science process and investments which will be used to develop the Request for Proposals for a future contract.

**Options and Alternatives to Recommended Action:**

Council may approve the Amended and Restated Contract.

Council may request changes to the Amended and Restated Contract and staff will work to negotiate those changes with Creative Flagstaff.

Council may reject the Amended and Restated Contract and provide guidance on preferred options.

**Background and History:**

The City of Flagstaff contracts with Creative Flagstaff for delivery of services related to arts, culture and science in Flagstaff. This is fully funded by the Bed, Board and Booze revenues.

The contract is best known for the grants administration. Creative Flagstaff manages a grant proposal process that will provide \$500,000 in grants to approximately 40 non-profits in arts, culture and science areas. These grants work to provide operating support and project support for organizations ranging from small cultural groups, to theater companies, to larger entities such as Lowell Observatory. Creative Flagstaff receives an amount equal to 15% of the granted amounts as a grant administration fee.

Because Creative Flagstaff already performs the grant process for us, the City also requested Creative Flagstaff to provide the ARPA funding out to art, science and culture grantees. This amendment extends the contract timeframe to allow them to complete the use of the ARPA funds.

Additionally, Creative Flagstaff will act as Lead Arts Agency. This portion of the contract is direct service provision in areas that lift the arts, culture and science sectors in the community. Selected examples of the work to be performed (complete list in the Scope of Work for the amendment) are:

- **Providing the Coconino Center for the Arts (CCA) activation**
  - Exhibitions - Creative Flagstaff will produce 4-5 unique exhibitions in the Main Gallery and 6-8 unique exhibitions in the Project Gallery. Additionally, for the first time there will be satellite venues for galleries. Also new, is CCA will be offering Presenting Artist Honoraria to support artists exhibiting in the CCA which is anticipated to lead to higher quality shows and to better support for artists. Robust programming will accompany each exhibition with guest lectures, panel discussions and art workshops.
  - Theater Concerts, Performances and Presentations - CCA will host 50 unique performances and develop a new Emerging Artist Series to offer paid opportunities for local performers.
  - Community Arts Markets - CCA will provide two community artisan markets. One in Fall 2024 and an indigenous market in Spring 2025.
  - CCA 40th Anniversary - A celebration event with a gallery exhibition and a weekend of local music among other offerings.
- **Arts Leadership**
  - Professional Development Opportunities including Artwork Photographic Documentation, Digital Submissions and Platforms for Grants, Artis Business Licensing and many more.
  - Convening Creative Community - Facilitating quarterly community forums on topics such as Cultural Appropriation and Sensitivity, Artificial Intelligence and the Arts, and others.
- **Art, Artwalk and Satellite Venues**

- ArtX - 3-4 ArtX engagements throughout the year,
- Satellite Venues - Pilot project to do satellite exhibitions in other parts of the community.
- **Accountability**
  - Tracking and measuring benefit through qualitative and quantitative data

**Connection to PBB Priorities and Objectives:**

Aspects of the grant -making process or the Arts Leadership role address PBB Key Community Priorities and Objectives in each area below:

Inclusive and Engaged Community

Sustainable and Innovative Infrastructure

Robust and Resilient Economy

Livable Community

**Connection to Regional Plan:**

Goal CC.5 - Support and promote art, science and education resources for all to experience

Goal CC.2 - Preserve, restore and rehabilitate heritage resources to better appreciate our culture.

**Connection to Carbon Neutrality Plan:**

CR-2 Strengthen existing community systems to create resilience to both short term shocks and long term change.

**Connection to 10-Year Housing Plan:**

n/a

**Connection to Division Specific Plan:**

n/a

---

**Attachments:**    Amended and Restated Contract



**AMENDED AND RESTATED CONTRACT**

**City of Flagstaff – Flagstaff Arts Council**

**ARTS, SCIENCE, AND CULTURAL SERVICES**

**Contract No. 2017-18**

This Amended and Restated Contract for the Purchase of Materials/Services Arts, Science, and Cultural Services is made and entered into this 18<sup>th</sup> day of June, 2024, by and between the City of Flagstaff, a political subdivision of the State of Arizona (“City”), and the Flagstaff Arts Council, an Arizona nonprofit corporation.

WHEREAS, the parties entered into Contract No. 2017-18 dated July 1, 2017, which was amended by the First Amendment dated June 1, 2022, and the Second Amendment dated December 19, 2023; and

WHEREAS, the parties desire to enter into this Amended and Restated Contract (a Third Amendment) to incorporate all contract provisions applicable to the final renewal term.

NOW, THEREFORE, the parties agree as follows:

- 1. Scope of Work: Contractor shall provide the materials and/or services described as follows:

**Arts, Science, and Cultural Services**

in City Fiscal Year 2024-2025 and as more specifically described in the scope of work attached hereto as Exhibit A.

- 2. Compensation: In consideration for the Contractor’s satisfactory performance, City shall pay Contractor the compensation in an amount not to exceed \$875,626.00, to be applied as follows:

Local Arts, Culture, and Science Agency:	\$175,575
Grants to arts, culture, and science programs:	\$500,000
Administration of grants:	\$ 75,000
Administration of ArtX:	\$ 50,000
ARPA grants to arts, culture, and science programs	\$ 75,051*
Administration of ARPA:	\$0**

\*Approximate remaining balance of the \$150,000 in federal American Rescue Plan Act (“ARPA”) funding allocated under the Second Amendment.

\*\* Contractor has expended the \$22,000 allocated under the Second Amendment.

Any price adjustment must be approved in writing and approved by the parties. The City Manager or his designee (the Purchasing Director) may approve a price decrease or a price increase if the amount is less than \$50,000; otherwise, City Council approval is required.

- 3. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as Exhibit B, are hereby incorporated into this Contract by reference.

4. Insurance: Contractor shall meet insurance requirements of the City, set forth in Exhibit C.
5. Contract Term: The Contract term commenced on July 1, 2017, and is hereby renewed for a final one-year term through June 30, 2025.
6. Acknowledgement. The parties acknowledge that this Amended and Restated Contract reflects the complete agreement between the parties for City Fiscal Year 2024-2025 (July 1, 2024 through June 30, 2025).
7. Notice. Any formal notice required under this Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Grants & Contracts  
City of Flagstaff  
211 W. Aspen Avenue  
Flagstaff, Arizona 86001  
[pbrown@flagstaffaz.gov](mailto:pbrown@flagstaffaz.gov)

To Contractor:

Executive Director  
Flagstaff Arts Council  
22300 N. Fort Valley Road  
Flagstaff, Arizona 86001

With a copy to:

Dave McIntire  
Community Investment Director  
211 W. Aspen Avenue  
Flagstaff, Arizona 86001  
[dmcintire@flagstaffaz.gov](mailto:dmcintire@flagstaffaz.gov)

8. Authority. Each party warrants that it has authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.

**CITY OF FLAGSTAFF**

**FLAGSTAFF ARTS COUNCIL**

\_\_\_\_\_  
Greg Clifton, City Manager

\_\_\_\_\_  
Julie Cornick, Interim Executive Director

Attest by:

\_\_\_\_\_  
Stacy Saltzburg, City Clerk

Approved as to form by:

\_\_\_\_\_  
City Attorney

Attachments:

Exhibit A Scope of Work, with Attachment A

Exhibit B Standard Terms and Conditions

Exhibit C Insurance Requirements

Exhibit D First Amendment to the Scope of Work (ARPA)

Exhibit E City of Flagstaff Special Terms and Conditions (ARPA)

Exhibit F to the First Amendment: Payment Request (ARPA)

Exhibit G to the First Amendment: Performance Report (ARPA)

Exhibit H to the First Amendment: Grant Provisions (ARPA)

**EXHIBIT A**  
**SCOPE OF WORK**

**Part 1: Local Arts, Culture, and Science Agency**

- I. To serve as the coordinating agency for arts, culture, and science endeavors in the Flagstaff area including long-range planning, leadership, and promotional activities, including:
  - A. Establishing and maintaining alignment with community, state, and federal plans and initiatives, including but not limited to The Arizona Arts Education Plan, and long-range plans of the Arizona Commission on the Arts, the National Endowment for the Arts, and Alliance for the Second Century member organizations.
  - B. Developing and maintaining effective partnerships with organizations, institutions, businesses, and individuals.
  - C. Providing general and technical support for individuals, programs, activities, and organizations.
  - D. Preserving and utilizing the community's uniquely diverse existing expertise and talent.
- II. To expand the role of arts, culture, and sciences within the community and Flagstaff as a center of arts, culture, and sciences.
- III. To increase the participation opportunities for residents and to stimulate public and private support for arts, culture, and science endeavors.

Further detail regarding the Contractor's responsibilities related to its work as the coordinating agency is included in the Attachment A to this Exhibit and incorporated by reference into this Contract.

**Part 2: Administration of Grants (BBB Funds)**

- I. To grant City Council-allocated Bed, Board and Beverage Tax revenues to local source providers as follows:
  - A. The Contractor shall appoint a review committee composed of Flagstaff metropolitan area residents (from within Flagstaff Metropolitan Planning Organization boundaries), and one member appointed by the City Council, which shall:
    1. Review each funding request programmatically, financially, and administratively, using a proposal ranking system and taking into account the availability of alternative funding, the availability of similar services, and demonstrable public benefits from the applicant's proposal.
    2. Make funding recommendations that shall be approved by the vendor's Board of Directors prior to disbursement.
  - B. The Contractor shall provide full administration of the grant program(s), including;
    1. Disbursement of approved allocations and other administration of all funds covered by the agreement.
    2. Notifying organizations of reporting requirements and payment schedules.

3. Monitoring funded programs and finances.

C. Contractor shall provide the following deliverables to the City:

1. Request for Proposals document, prior to release for distribution.
2. Proposed Service Agreement text.
3. Rating or evaluation form used in scoring applicant proposals.
4. Insurance certificate for each funded organization, with the City named as "also insured."
5. Verbal presentation to the City Council and in a written Annual Report, each including a summary of all funding allocations (organizations, project description, amounts requested, amounts awarded, and other pertinent information), justification for all recommendations, and the status of all funded programs.

D. City Council allocation of funds:

1. The City Council allocation of funds for the Arts & Science Grant Program is determined annually by the City Council as a part of the City's budget process.
2. As a part of the City's annual budget process, the City Council may allocate funding for additional grant programs to be administered by the vendor.



---

May 6, 2024

Flagstaff Arts Council dba Creative Flagstaff

Memorandum

To: Jana Weldon and David McIntire, City of Flagstaff

From: Julie Comnick, Interim Executive Director, Creative Flagstaff

**CF/City of Flagstaff Contract: Scope of Work Addendum**

*Reflecting focus of scope change of additional \$125,000, and additional \$50,000 ARTx*

Creative Flagstaff continues the original scope serving as the coordinating agency for arts, culture, and science endeavors in the Flagstaff area. The following addendum outlines how the organization has evolved since the inception of the 2017 contract, and how increased funding will be directed to ongoing and new initiatives:

**Coconino Center for the Arts (CCA)**

- **Exhibitions:** Enhanced and expanded exhibitions and programming. CCA will expand offerings by producing 4-5 unique exhibitions in the Main Gallery and 6-8 unique exhibitions in the Project Gallery and satellite venues annually. CCA's 3-year exhibition calendar projects a balanced rotation including solo, group, and juried exhibitions by local, national, and international artists, with attention to diversity of presenters and audience. Exhibitions are selected by the CCA Exhibitions Selection Committee, a subcommittee of the CCA Advisory Board. The CCA website includes a platform for artist rolling submissions for [exhibition proposals](#) and selected juried exhibitions.
- **Presenting Artist Honoraria:** CCA is committed to supporting its presenting artists. Beginning in FY2025, we will offer base standard honoraria ([W.A.G.E standards](#)) for exhibiting artists to help offset artist shipping and travel expenses directly associated with the exhibition relative to the scale of the presentation.
- **Programming:** A robust calendar of exhibition programming will accompany each exhibition with guest experts and educators expanding on the exhibition content through lectures, panel discussions, and art workshops. All presenters will be offered an honorarium for their services.

- **Theater Concerts, Performances & Presentations:** CCA will serve as the booking agent for many concerts and performances, and significantly increase its offerings to the community. For FY2025 we are on track to host 50+ unique performances with the possibility of increased offerings within reasonable staffing capacity. The new [Emerging Artist Series](#) (piloted in 2024) will present paid opportunities to local performers. The Theater Programming subcommittee of the CCA Advisory Board assists in the selection of performances with attention to diversity of presenters and audience.
- **Community Art Markets:** CCA will evolve the annual Winter Artisan Market into two artisan markets next year: a community artisan market in fall 2024 and an Indigenous artisan market in spring 2025. In the event of space availability, we are open to hosting additional external markets in addition to the markets we produce in-house.
- **CCA 40<sup>th</sup> Anniversary:** Celebrating a milestone, we are planning a weekend celebratory event [September 6-8](#) including a curated fundraiser dinner within the gallery exhibition followed by a weekend of local music at CCA.

### Arts Leadership

- **Professional Development Opportunities:** Increased allocation of funding for artist and non-profit professional development opportunities. Recent offerings through CCA's [Digital Resource Center](#) (DRC) include workshops in Digital Archiving, Podcasting, Videography, and Photography. Plans for FY2025 include the addition of quarterly, one-off, introductory professional development workshops instructed in-house by staff and CF board members, including but not limited to the following topics: Artwork Photographic Documentation; Digital Submissions and Platforms for Grants, Exhibitions & Opportunities; Resumés & Marketing for Artists & Non-profits; and Artist Business Licensing, LLCs, & Finances.
- **Convening Creative Community:** In response to visitor feedback, Creative Flagstaff plans to facilitate quarterly community forums as part of scheduled NightCap art-social events at CCA including but not limited to the following topics: Cultural Appropriation & Sensitivity; Artificial Intelligence and the Arts; and Artistic Expression and Censorship.
- **Partnerships:** Creative Flagstaff aims to build partnerships with other local non-profit organizations for collaborative programming on entrepreneurship.
- **Intersect at CCA:** Networking conversations based on discipline and sector will pair creatives with mentors for professional development connections. CCA will provide space for underrepresented groups to develop intersectionality as marginalized populations on topics such as Indigenous Rights, Queer Theory,

etc. Facilitation of conversations on community-wide cultural leadership, arts administration, and collaborative marketing.

### **ARTx, ArtWalk, and Satellite Venues**

- **ARTx:** [Art + Ideas Experience Arizona](#) will evolve in FY2025 to encompass 3-4 engagements throughout the year, building toward a biennial festival event in 2026. ARTx will collaborate with CCA in the curation and implementation of these events. Continuing with the original ARTx model, presenting artists will be compensated for projects that bridge disciplines of art, science, and culture in the Flagstaff community.
- **Satellite Venues:** The CCA Advisory Board has identified satellite exhibitions & performances as a top priority. In FY2025, Creative Flagstaff will conduct a feasibility study and pilot one satellite exhibition in Flagstaff that aligns with cross-disciplinary initiatives between CCA and ARTx. With success of the pilot, a rollout schedule will be created for continued satellite exhibitions throughout the city of Flagstaff.
- **ArtWalk:** Creative Flagstaff will reengage in and revitalize the First Friday Flagstaff ArtWalk with expanded offerings in Heritage Square. Collaborations between ARTx and CCA will coincide with the Artwalk calendar to bring increased visibility to Flagstaff's downtown galleries and businesses.

### **Accountability**

- Creative Flagstaff is accountable to these scopes through qualitative input: when feasible, exhibitions and programming events will be accompanied by surveys with open-ended questions to help gauge interest and input for future programming and thematic content. Social media platforms will also be activated to collect participant feedback.
- Creative Flagstaff is accountable to these scopes through quantitative data: we will continue to track participation through ticketing and headcount and compare with recent years to assess changes to audience numbers.
- Quarterly reporting: Creative Flagstaff will provide combined qualitative and quantitative reports to the City of Flagstaff aligned with invoicing and payments.



### Part 3: Administration of ARPA Funds

- I. Background for Project #CL6321F, CFDA#21.027: The City is recipient of funds through the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) which authorizes the U.S. Department of Treasury ("Treasury") to make payments from the Coronavirus Local Fiscal Recovery Fund ("Local Recovery Funds"). The distribution of Local Recovery Funds is guided by the Treasury Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200 ("Uniform Guidance"), which allows the City to work with entities to administer the Local Recovery Funds.
- II. To assume responsibility for program administration and monitoring responsibilities for the pass-through distribution to other non-profit organizations of \$150,000 pursuant to the Uniform Guidance regarding the allocation of the Local Recovery Funds reserved to respond to the COVID-10 public health emergency or its negative economic impacts for City-wide local service agencies.
  - A. Contractor shall provide services such as issue Notice of Funding Announcements to eligible non-profits, evaluate proposals, award applicants, submit required reporting, oversee, and monitor awarded applicants via a social service contribution from the City of Flagstaff from a portion of the Local Recovery Funds received by the City.
  - B. Requiring organizations to cite the contribution of the City of Flagstaff toward the project(s) in all instances where the contributions to the project(s) are recognized or listed.
- III. Further detail regarding the Contractor's responsibilities related to its work administering grants is included in the Exhibits D, E, F, G and H and incorporated by reference into this Contract.

## EXHIBIT B

### STANDARD TERMS AND CONDITIONS

(Last Updated January 19, 2023)

\*The term "Contractor" may substitute for the term "vendors," "consultants," or "firms," depending on the purpose of the underlying Contract.

#### IN GENERAL

1. **PARTIES:** The City of Flagstaff ("City") and the contractor identified in the Contract ("Contractor") may be referred to individually as "Party" or collectively as "Parties".
2. **NOTICE TO PROCEED:** Contractor shall not commence performance until after the City has issued a Notice to Proceed.
3. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract and provide copies to City upon request.
4. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of the Contract.
5. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, the Contract is non-exclusive and the City reserves the right to contract with others for materials or services.
6. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

#### MATERIALS

7. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.
8. **QUALITY:** Contractor warrants that all materials supplied under the Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials and will be safe and appropriate for use as normally used. The City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.
9. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.
10. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to the City upon the City's acceptance of the materials.

11. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.
12. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.
13. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.
14. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor may not substitute nonconforming materials and/or services. Delivery of nonconforming materials and/or services, or a default of any nature, shall constitute a breach of the Contract as a whole.
15. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.
16. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens, other than the security interest held by Contractor, until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.
17. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

## **PAYMENT**

18. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number and dates when goods had been shipped or work performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.
19. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.
20. **TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of the Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment

insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line-item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

21. **FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.
22. **FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by the City.
23. **DISCOUNTS:** If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by the City.
24. **AMOUNTS DUE TO THE CITY:** Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and charges owed to the City under the Contract.
25. **OFAC:** No payments may be made to any person in violation of Office of Foreign Assets Control regulations. 31 C.F.R. Part 501.

## **SERVICES**

26. **INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.
27. **CONTROL:** Contractor shall be responsible for the control of the work.
28. **WORK SITE:** Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.
29. **SAFEGUARDING PROPERTY:** Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.
30. **QUALITY:** All work shall be of good quality and free of defects, performed in a diligent and professional manner.
31. **ACCEPTANCE:** If the City rejects Contractor's work due to noncompliance with the Contract, the City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.
32. **WARRANTY:** Contractor warrants all work for a period of one year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by

Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be liable for the costs. This one year warranty is in addition to and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

### **INSPECTION, RECORDS, ADMINISTRATION**

33. **RECORDS:** The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five years after completion of the Contract.
34. **RIGHT TO INSPECT BUSINESS:** The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.
35. **PUBLIC RECORDS:** The Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law. A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.
36. **CONTRACT ADMINISTRATION:** Contractor will be required to participate in the City's contract administration process. Contractor will be closely monitored for Contract compliance and will be required to promptly correct any deficiencies.

### **INDEMNIFICATION**

37. **GENERAL INDEMNIFICATION:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense, arising out of the acts, errors, or omissions of Contractor, its officers, agents, employees, and subcontractors, in performing or failing to perform the responsibilities identified in the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects, and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.
38. **INTELLECTUAL PROPERTY INDEMNIFICATION:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of the alleged infringement of any patent, trademark or copyright or other proprietary rights of any third-parties arising out of Contract performance or use by the City of materials furnished or work performed under the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

**39. NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from an against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

#### **CONTRACT CHANGES**

- 40. PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.
- 41. COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the Parties.
- 42. AMENDMENTS:** The Contract may be amended by written agreement of the Parties.
- 43. SEVERABILITY:** If any term or provision of the Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted and the remainder of the Contract shall remain in full force and effect.
- 44. NO WAIVER:** Both Parties have the right insist upon strict performance of the Contract, and the prior failure of a Party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.
- 45. ASSIGNMENT:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. Any assignment without such consent shall be null and void. No assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to the City. The Purchasing Director shall have authority to consent to an assignment on behalf of the City.
- 46. BINDING EFFECT:** The Contract shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

#### **EMPLOYEES AND SUBCONTRACTORS**

- 47. SUBCONTRACTING:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or

in part, without the City's prior written consent, which may be withheld for any reason. The City reserves the right to withhold consent if the subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.

48. **NONDISCRIMINATION:** Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition, any Contractor whose business is located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02, *Civil Rights*, which also prohibits discrimination based on sexual orientation, or gender identity or expression.
49. **DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.
50. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the employees of the Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

#### **DEFAULT AND TERMINATION**

51. **TERMINATION FOR DEFAULT:** Prior to terminating the Contract for a material breach, the non-defaulting Party shall give the defaulting Party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting Party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting Party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the Parties may execute all remedies available at law in addition to the Contract remedies provided for herein.
52. **CITY REMEDIES:** In the event of Contractor's default, the City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. The City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.
53. **CONTRACTOR REMEDIES:** In the event of the City's default, Contractor may pursue all remedies available at law, except as provided for herein.

54. **TERMINATION FOR NONAPPROPRIATION OF FUNDS:** The City may terminate all or a portion of the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.
55. **TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, the Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If the Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination.
56. **TERMINATION DUE TO INSOLVENCY:** If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate the Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.
57. **PAYMENT UPON TERMINATION:** Upon termination of the Contract, the City will pay Contractor for satisfactory performance up until the effective date of termination. The City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.
58. **CANCELLATION FOR GRATUITIES:** The City may cancel the Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with award or performance of the Contract.
59. **CANCELLATION FOR CONFLICT OF INTEREST:** Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three years after its execution, without penalty or further liability to Contractor.

#### **MISCELLANEOUS**

60. **COOPERATIVE PURCHASE CONTRACTS:** Presuming that Contractor agreed to such during the procurement process, Contractor will enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to sell materials and services to any member of a cooperative group under the same pricing, terms and conditions of the contract awarded to the Contractor by the public procurement unit, following a competitive procurement process.
61. **ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with the City without the prior written consent of the City.
62. **NOTICES:** All notices given pursuant to the Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other Party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be sent by email as a secondary form of notice.



- 63. THIRD PARTY BENEFICIARIES:** The Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.
- 64. GOVERNING LAW:** The Contract shall be construed in accordance with the laws of Arizona.
- 65. FORUM:** In the event of litigation relating to the Contract, any action at law or in equity shall be filed in Coconino County, Arizona.
- 66. ATTORNEYS' FEES:** If any action at law or in equity is necessary to enforce the terms of the Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees and expenses.
- 67. FORCE MAJUERE:**
- a. There may be events that occur during the term of the Contract that are beyond the control of both the City and Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God ("Events"). These Events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of the Contract.
  - b. There shall be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the Events and the City shall not pay additional costs incurred by Contractor as a result of such Events.
  - c. The Parties shall act in good faith to extend the Contract completion date without any penalty to Contractor and that the extension will be in an amount of time equal to any temporary delay. This provision of the Contract supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.
- 68. NO BOYCOTT OF ISRAEL:** Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents (\$100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.
- 69. CHANGES TO CONTRACT:** The Contract shall not be modified within the first year after Contract award where: (a) an amendment may result in a competitive advantage that was not made available to other proposers/bidders; or (b) requests for changes may delay commencement of performance.
- 70. FORCED LABOR OF ETHNIC UYGHURS:** If Contractor engages in for-profit activity and has ten (10) or more employees, pursuant to A.R.S. §35-394, the Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware during the term of the contract that the company is not in compliance with the written certification, the Contractor shall notify the City within five (5) business days after becoming aware of the noncompliance. If the Contractor does not provide the City with a written certification that the Contractor has remedied the noncompliance within 180 days after notifying the City of the noncompliance, this Contract terminates, except that if the contract termination

date occurs before the end of the remedy period the Contract terminations on the Contract termination date.

## EXHIBIT C

### STANDARD INSURANCE REQUIREMENTS

(Last Updated May 2, 2023)

\*The term "Contractor" may substitute for the term "vendors," "consultants," or "firms," depending on the purpose of the underlying Contract.

1. **IN GENERAL:** Contractor shall maintain insurance against claims for injury to persons or damage to property arising from performance of or in connection with the Contract by Contractor, its agents, representatives, employees, and/or subcontractors.
2. **REQUIREMENT TO PROCURE AND MAINTAIN:** Each insurance policy required by the Contract shall be in effect at, or before, commencement of work under the Contract and shall remain in effect until all of Contractor's obligations under the Contract have been met, including any warranty periods. Contractor's failure to maintain the insurance policies as required by the Contract, or to provide timely evidence of renewal, will be considered a material breach of the Contract.
3. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** The following insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City does not represent or warrant that the minimum limits set forth in the Contract are sufficient to protect Contractor from liabilities that might arise out of the Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

Where applicable, as related to the Scope of Work, Contractor shall provide coverage at least as broad and with limits not less than those stated below.

a. Commercial General Liability - Occurrence Form

General Aggregate	\$2,000,000
Products/Completed Operations	\$1,000,000
Each Occurrence	\$1,000,000

b. Umbrella Coverage \$2,000,000

c. Automobile Liability

Any Automobile or Owned, Hired, and Non-owned Vehicles	\$1,000,000
Combined Single Limit Per Accident for Bodily Injury & Property Damage	

d. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$1,000,000
Disease - Each Employee	\$1,000,000
Disease - Policy Limit	\$1,000,000

e. Professional Liability \$2,000,000

f. Network Security and Privacy Liability

Per claim	\$2,000,000
Annual Aggregate	\$2,000,000

4. **NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall maintain the requisite insurance requirements covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring, or remediation services in the performance of services for the City. The insurance policy shall include coverage for third-party claims. The insurance policy shall contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided.
  
5. **SELF-INSURED RETENTION:** Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that Contractor reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and/or subcontractors. Contractor shall be solely responsible for any self-insured retention amounts. The City at its option may require Contractor to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.
  
6. **OTHER INSURANCE REQUIREMENTS:** The insurance policies shall contain, or be endorsed to contain, the following provisions:
  - a. Additional Insured: In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired, or borrowed by Contractor.
  - b. Broad Form: Contractor's insurance policy shall contain broad form contractual liability coverage.
  - c. Primary Insurance: Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and/or subcontractors. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and/or subcontractors shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.
  - d. Each Insured: Contractor's insurance policies shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - e. Not Limited: Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.

- f. Waiver of Subrogation: The insurance policies shall contain a waiver of subrogation against the City, its officers, officials, agents, employees, and/or subcontractors for losses arising from work performed by Contractor for the City.
7. **NOTICE OF CANCELLATION**: Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, and/or reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Procurement Agent and shall reference the Contract Number.
8. **ACCEPTABILITY OF INSURERS**: Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a “Best’s” rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.
9. **CERTIFICATES OF INSURANCE**: Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.
10. **POLICIES**: The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by the Contract. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City’s receipt of Contractor’s policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City’s right to insist on strict fulfillment of Contractor’s obligations under the Contract.
11. **MODIFICATIONS**: Any modification or variation from the insurance requirements in the Contract must have the prior approval of the City’s Attorney’s Office in consultation with the City’s Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

## EXHIBIT D

### FIRST AMENDMENT TO THE SCOPE OF WORK

#### **Flagstaff Arts Council D/B/A Creative Flagstaff**

Creative Flagstaff on behalf of the City of Flagstaff will administer the American Rescue Plan Act (ARPA), Coronavirus Local Fiscal Recovery Federal and Non-Federal Funds. Creative Flagstaff will provide services, such as issue Notice of Funding Announcements to eligible non-profits, evaluate proposals, award applicants, submit required reporting, oversee, and monitor awarded applicants.

Overview. This program intent is to respond to the economic and public health impacts of COVID-19 and to assist to contain impacts on our community, residents, and businesses. The Local Recovery Funds ensure that local governments have the resources needed to fight the pandemic, sustain, and strengthen the economic recovery, maintain vital public services, and make investments that support long-term growth, opportunity, and equity.

#### 2: NEGATIVE ECONOMIC IMPACTS

Assistance to Nonprofits – Nonprofits have faced significant challenges due to the pandemic's increased demand for services and changing operational needs, as well as declines in revenue sources such as donations and fees. Nonprofits eligible for assistance are those that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of "nonprofit" – specifically that are 501(c)(3) or 501(c)(19) tax-exempt organizations.

#### **2.10 – Aid to non-profits – Arts and Sciences, \$150,000 (non-federal funds)**

Eligible Use: Response to the negative economic impacts that were experienced by those impacted as a result of the pandemic.

Examples that could be considered:

- ✓ Decreased revenue (e.g., from donations and fees)
- ✓ Financial insecurity
- ✓ Increased costs (e.g., uncompensated increases in service need)
- ✓ Capacity to weather financial hardship
- ✓ Challenges covering payroll, rent or mortgage, and other operating costs
- ✓ Mitigate financial hardship
- ✓ Technical assistance or other services that mitigate negative economic impacts of the pandemic

#### 7: ADMINISTRATION

#### **7.1 – Administration - \$22,500 (15%) (non-federal funds)**

Eligible Use: Costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements. Costs must be reasonable and allocable as outlined in 2 CFR 200.404 and 2 CFR 200.405. Both direct and indirect costs are eligible as long as they are accorded consistent treatment per 2 CFR 200.403.

Direct costs are those that are identified specifically as costs of implementing the program objectives, such as contract support, materials, and supplies for the project. Indirect costs are general overhead costs of an organization.

## EXHIBIT E

### CITY OF FLAGSTAFF SPECIAL TERMS AND CONDITIONS

1. COMPENSATION ON A REIMBURSEMENT BASIS
  - 1.1 Payment by the City to the Provider for services and other expenses related to the administration of the Local Recovery Funds will be provided on a reimbursement basis. Reimbursement may be requested as frequently as monthly, but not less than quarterly. Reimbursement will be paid in dollar amounts approved by the City for completed work.
  - 1.2 A non-profit recipient of Local Recovery Funds can submit reimbursement requests to the Provider on a monthly, quarterly, or a one-time/final reimbursement request. The financial and performance reporting terms are to be coordinated with the Provider.
  - 1.3 To request reimbursements, the Provider shall submit a Payment Request, attached as Exhibit F and incorporated by reference in the Contract. The Provider must submit a final reimbursement request for expenses received and invoiced prior to the end of the termination of the Contract no more than forty-five (45) days after the end of the Contract. Requests for reimbursement received later than the forty-five (45) days after the Contract termination will not be paid. The final reimbursement request as submitted shall be marked FINAL. All reports shall be submitted to the contact persons as described in the Notice Section of the Contract. Final payment invoices must be received no later than sixty (60) days after completion of the Scope of Work or Contract time-period, whichever comes first. No payments shall be made on invoices received after that date.
2. ADMINISTRATIVE REQUIREMENTS
  - 2.1 Accounting. The Provider shall comply with the requirements and standards of Office of Management and Budget (OMB) and guidance in subparts A through F of 2 CFR part 200 and shall adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Provider's financial management system shall include, at a minimum, accurate, current, and complete disclosures of expenditures of the Local Recovery Funds; records which adequately identify the source and application of Local Recovery Funds provided for financially assisted activities; effective control over and accountability for Local Recovery Funds, real and personal property, and other assets; comparison of actual outlays with budgeted amounts; and records supported by source documentation. The Provider shall maintain Local Recovery Funds received under this Contract in separate ledger accounts and not mix funds with other sources; manage funds according to applicable federal regulations for administrative requirements, cost principles, and audits; and maintain adequate business systems to comply with federal requirements. The business systems that must be maintained are: Financial Managements, Procurement, Personnel, Property, and Travel. A system is adequate if it is written, followed consistently (it applies to similar items), and consistently applied



(it applies to all sources of funds).

- 2.2 Procurement. The Provider shall procure all materials, property, or services in accordance with the requirements of the Uniform Guidance and 2 CFR § 200.317 through 2 CFR § 200.327. The Provider's procurement outreach and documentation shall be governed by the price limits set forth in the Procurement Code, notwithstanding OMB Circular A-110. All procurement undertakings must make an effort to utilize Minority and Women Owned Business Enterprises. The Provider shall maintain an inventory of all equipment, furniture, and non-expendable personal property purchased with Local Recovery Funds.
- 2.3 Internal Controls. The City will evaluate the Provider to determine if there is a risk that the Provider will not comply with federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate Subrecipient monitoring including the factors listed in 2 CFR § 200.331(b)(1-4). The Provider will operate according to a written set of policies and procedures that define staff qualifications and duties, lines of authority, separation of functions, and access to assets and sensitive documents. Included in these policies and procedures will be written accounting procedures for approving and recording transactions and the control of cash receipts, disbursements, and cash balances. The Provider's financial policies and lines of authority shall be reviewed during monitoring visits defined in this Contract.
- 2.4 Monitoring. The City shall monitor the use of the Local Recovery Funds, including reviewing financial and programmatic reports provided by the Provider. The City shall follow-up and ensure that the Provider takes timely and appropriate action on all deficiencies pertaining to the federal award detected through audits, on-site reviews, and other means. The City shall issue a management decision for audit findings pertaining to the Local Recovery Funds provided to the Provider from the City as required by 2 CFR § 200.521, "Management decision." The Provider agrees to cooperate and provide all information necessary for the City to monitor the Provider periodically to ensure compliance with this Contract, compliance with federal regulations and laws, fiscal responsibility, adequate performance, and any other item of concern relating to the use of Local Recovery Funds and the provisions defined in this Contract, including by permitting the pass-through entity and auditors to have access to the Subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of 2 CFR § 200.300, "Statutory and national policy requirements," 2 CFR § 200.309, "Modifications to period of performance," 2 CFR § 200.331, "Subrecipient and contractor determinations," and Subpart F, "Audit Requirements." The monitoring will take the form of at least one site visit of the Provider's place of business and/or construction site and other various requests for information. During the term of this Contract, the Provider shall be monitored periodically by the City, both programmatically and financially, to ensure that the program's goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria, are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, performance, and administrative issues relative to each program, and will identify areas where technical assistance and other support may be

needed. All on-site monitoring shall take place during normal business hours, upon advance written notice, on dates and at times as mutually agreed upon by the Provider and the City.

- 2.5 Documentation, Record-Keeping, and Other Requirements Specific to Expenditure Categories. The Provider shall maintain all records required by federal and state law that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited to:
- 2.5.1 All additional reporting requirements specific to the categories as identified by Treasury attached as Exhibit G and incorporated by reference in this Contract;
  - 2.5.2 Records providing a full description of each activity undertaken;
  - 2.5.3 Records demonstrating that each activity undertaken meets one of the Expenditure Categories identified in the U.S. Department of Treasury Compliance and Reporting Guidance, Appendix 1: Expenditure Categories;
  - 2.5.4 Records required to determine the eligibility of activities;
  - 2.5.5 Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with Local Recovery Funds;
  - 2.5.6 Financial records as required by 2 CFR Part 200 Performance and Financial Monitoring and Reporting, Sections 200.328, 329, and 331; and
  - 2.5.7 Other records necessary to document compliance with 2 CFR Part 200 Performance and Financial Monitoring and Reporting, Sections 200.328, 329, and 331.
- 2.6 Records Retention. The Provider will retain all records pursuant to the City's record retention policy and federal requirements, whichever period is longer. Records must be retained longer if any litigation, claim, or audit is started before the expiration of the record retention period. Other extensions to the record retention period may apply as specified in 2 CFR § 200.333.
- 2.7 Client Data. The Provider shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, ethnicity, special needs, family size, elderly status, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.
- 2.8 Disclosure. The Provider understands that client information collected under this Contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or the Provider's responsibilities with respect to services provided under this Contract, is prohibited by Arizona State law unless written consent is obtained from such

person receiving service and, in the case of a minor, that of a responsible parent or guardian.

- 2.9 Audits and Inspections. All of the Provider's records with respect to any matters covered by this Contract shall be made available to the City, grantor agency, their designees, or the Federal Government (including but not limited to Treasury, the Comptroller General of the United States, or any of their duly authorized representatives), unless otherwise protected by law, at any time during normal business hours, as often as the City or grantor agency deems necessary until all required records are turned over to the City of Flagstaff to audit, examine, and make excerpts or transcripts of all relevant data, provided. Any deficiencies noted in audit reports must be fully cleared by the Provider within thirty (30) days after receipt by the Provider. Failure of the Provider to comply with the above audit requirements will constitute a violation of this Contract and may result in the withholding of future payments. The Provider agrees to have an annual Provider financial audit conducted in accordance with current City policy and, as applicable, subject to the Single Audit act of 1984 and all relevant OMB guidance, including, 2 CFR § 200, Subpart F, "Audit requirements." The Provider will conduct an annual audit conducted in accordance with 2 CFR § 200, Subpart F, "Audit requirements," if the Provider expends more than seven-hundred fifty thousand dollars (\$750,000) from federal awards, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156).
- 2.10 Monthly/Quarterly Reports to City. During the entire Contract period, the Provider shall prepare and provide the City monthly or quarterly reports by submitting the Performance Report, attached as Exhibit H and incorporated by reference in this Contract. However, the Provider need only provide a report if it has been received from the subgrantee within the reporting period. If the scope of the Project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the month in which the Project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the Project as deemed necessary by the City. Notwithstanding anything to the contrary, the Provider shall not be required to provide any of the Provider's confidential or proprietary information in reports provided to the City, including without limitation, any information regarding research collaborators, research plans, or any data, results, or other information resulting from the Provider's performance of research or any other activities relating thereto. The Provider agrees to submit other reports and records as may be required by the City from time to time, which are related to the implementation of the Project, adherence to the Contract, and adherence to federal, state, and local laws and regulations.
- 2.11 Close-Out Report. The Provider is responsible for the close out of the Local Recovery Funds. The Provider's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and

determining the custodianship of records. The City will send the Provider written notification that a Close-Out Report is due when one of the following contractual obligations have been met, and the Provider shall submit the Close-Out Report attached in that letter within sixty (60) days of receiving this notification:

2.11.1 The Recovery Funds have been expended and the Scope of Work has been completed;

2.11.2 The Contract period has expired; or

2.11.3 The Scope of Work has been completed.

2.12 Subrecipient Obligations. The Provider shall perform all obligations required of subrecipients under the rules governing Recovery Funds.

### 3. ACKNOWLEDGEMENT

The Provider shall acknowledge during the term of the Contract the contribution of the City of Flagstaff Recovery Funds toward the Project in all instances where the Project is advertised. All activities, facilities, and items utilized pursuant to this Contract shall be prominently labeled as receiving Local Recovery Funds. In addition, the Provider will include a reference to the support provided herein in all publications made possible with Local Recovery Funds made available under this Contract.

### 4. COMPLIANCE WITH ALL LAWS

4.1 The Provider shall comply with the Grant Provisions for the U.S Department of Treasury, American Rescue Plan Act, Coronavirus State and Local Fiscal Recovery Funds, attached as Exhibit I and incorporated by reference in this Contract.

4.2 The Provider shall carry out its responsibilities in compliance with the requirements of Executive Order 11063, as amended by Executive Order 12259; Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the prohibitions against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07); and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (19 U.S.C. § 794).

4.3 The Provider shall comply, as applicable, with the requirements of the Davis-Bacon Act (40 U.S.C. § 276a-276a-5), as supplemented by Department of Labor regulations (29 CFR Part 5); and comply with Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. § 327-330), as supplemented by Department of Labor regulations (29 CFR Part 5).

4.4 The Provider shall comply with 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 regulations. (41 CFR chapter 60).

- 4.5 The Provider agrees to comply with the Copeland "Anti-Kick Back" Act (18 U.S.C. § 874), as supplemented in Department of Labor regulations (29 CFR part 3).
- 4.6 The Provider agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368m Executive Order 11738), and Environmental Protection Contract regulations (40 CFR part 15).
- 4.7 The Provider agrees to comply with all applicable standards, orders, or regulations issued under 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.
- 4.8 The Provider agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended. Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency.
- 4.9 The Provider agrees to comply, as applicable, with 2 CFR part 200, Uniform Administrative Requirements, Cost Principle, and Audit Requirement for Federal Awards.

## 5. CERTIFICATION OF COMPLETION

Upon satisfactory completion of the Close-Out Report and submission of all required documentation, the City shall provide the Provider with a letter that certifies completion. The certification is conclusive determination that the Provider has satisfactorily completed its contractual obligations. The City shall not unreasonably withhold such certification.



CITY OF FLAGSTAFF  
ARPA - CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS

PERFORMANCE REPORT

CONTRACTOR/SUBRECIPIENT:	_____	DUNS NUMBER:	_____
CONTACT NAME:	_____	EMAIL ADDRESS:	_____
ADDRESS:	_____	PHONE NUMBER:	_____
TOTAL AWARD AMOUNT:	_____	EXPENDITURE CATEGORY:	_____
PROJECT TITLE:	_____	PROJECT NUMBER:	_____
START DATE:	_____	EXPIRATION DATE:	_____
BRIEF PROJECT SUMMARY:	_____		

REPORTING PERIOD (MM/YY - MM/YY): \_\_\_\_\_

PERCENTAGE OF PROJECT COMPLETENESS: \_\_\_\_\_

SUMMARY OF THIS PERIOD'S PROGRESS: \_\_\_\_\_

SUMMARY OF ACTIVITIES PLANNED FOR NEXT PERIOD: \_\_\_\_\_

CERTIFIED BY:		LIST OF ATTACHMENTS, IF APPLICABLE: (ie. Additional reports, photos, etc)
SIGNATURE	DATE	_____
NAME AND TITLE		_____



## **GRANT PROVISIONS**

**Sponsor:** City of Flagstaff

**Funding Agency:** U.S. Department of the Treasury

**Grant Project Title:** American Rescue Plan Act (ARPA)  
Coronavirus State and Local Fiscal  
Recovery Funds

**Grant Number:** ARPA-LRF-6321



## **FEDERAL - GRANT PROVISIONS**

The Contractor and its Subcontractor shall comply with the following grant provisions;

### **Applicable Laws**

Compliance with all applicable Federal, State, and Local laws and regulations.

### **Awards to debarred and suspended parties**

The City will not make any 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 Orders 12549 and 12689, "Debarment and Suspension."

### **Contracting with small and minority firms, women's business enterprise and labor surplus area firms.**

(1) The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

### **Equal Employment Opportunity**

Compliance with 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 regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

### **Clean Water and Air Act**

Compliance with all applicable standards, orders, or requirements issued under 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). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

### **Energy Policy and Conservation Act**

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).

### **Resource Conservation and Recovery Act**

Compliance with the Resource Conservation and Recovery Act (RCRA) requires federal agencies to assess the impact that debris, debris removal, hazardous wastes, and hazardous waste clean-up projects will have on air and water quality and take actions to prevent degradation. RCRA gives EPA the authority to control hazardous waste from the "cradle-to-grave" to facilities that generate hazardous materials and sets forth a framework for the management of non-hazardous waste (42 USC, 6901).

## **Conflicts of Interest**

The City (grantee) and Contractor (subgrantees) will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

## **Copyrights**

Reports, maps or other documents produced in whole or in part are works for hire and shall not be the subject of any application for copyright by or on behalf of the Contractor or its Subcontractor. The Contractor shall advise the City or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

## **Patent Fees and Royalties**

Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in Funding Agency Contracting Provisions for Construction Projects the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents.

## **Responsible Contractors**

The City will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

## **Access and Retention of Records**

Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

## **CODE OF FEDERAL REGULATION (CFR) - Title 2: Grants and Agreements**

### **PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS**

---

#### **Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) 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.

(B) 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.

(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 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.”

(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.

(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.

(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.

(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).

(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 governmentwide 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.

(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. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

## **AMERICAN RESCUE PLAN ACT (ARPA) – CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS (CLFRF) GRANT PROVISIONS**

Funds are received from the U.S. Department of Treasury, Coronavirus Local Fiscal Recovery Fund (CLFRF) respectively (referred to as “Coronavirus State and Local Fiscal Recovery Funds” or “SLFRF”), Assistance Listing, CFDA Number 21.027.

Recipients under the State and Local Fiscal Recovery Funds (SLFRF) program are the eligible entities identified in sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the “SLFRF statute”) that receive a SLFRF award. Subrecipients under the SLFRF program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the SLFRF award on behalf of the recipient.

Recipients are accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury’s Interim Final Rule, and reporting requirements, as applicable.

All Subrecipients, Contractors and Subcontractors are required to comply with the statutory and regulatory requirements and the terms and conditions of the award.

### **Key Principles**

There are several guiding principles for developing your own effective compliance regimes:

- Recipients and subrecipients are the first line of defense, and responsible for ensuring the SLFRF award funds are not used for ineligible purposes, and there is no fraud, waste, and abuse associated with their SLFRF award;
- Many SLFRF-funded projects respond to the COVID-19 public health emergency and meet urgent community needs. Swift and effective implementation is vital, and recipients must balance facilitating simple and rapid program access widely across the community and maintaining a robust documentation and compliance regime;
- SLFRF-funded projects should advance shared interests and promote equitable delivery of government benefits and opportunities to underserved communities, as outlined in Executive Order 13985, On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government; and
- Transparency and public accountability for SLFRF award funds and use of such funds are critical to upholding program integrity and trust in all levels of government, and SLFRF award funds should be managed consistent with Administration guidance per Memorandum M-21-20 and Memorandum M-20-21.

### **Statutory Eligible Uses**

As a recipient of an SLFRF award, your organization has substantial discretion to use the award funds in the ways that best suit the needs of your constituents – as long as such use fits into one of the following four statutory categories:

1. To respond to the COVID-19 public health emergency or its negative economic impacts;
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to such eligible workers of the recipient, or by providing grants to eligible employers that have eligible workers who performed essential work;

3. For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID–19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; and
4. To make necessary investments in water, sewer, or broadband infrastructure.

Treasury adopted an Interim Final Rule to implement these eligible use categories and other restrictions on the use of funds under the SLFRF program.<sup>1</sup> It is the recipient’s responsibility to ensure all SLFRF award funds are used in compliance with these requirements. In addition, recipients should be mindful of any additional compliance obligations that may apply – for example, additional restrictions imposed upon other sources of funds used in conjunction with SLFRF award funds, or statutes and regulations that may independently apply to water, broadband, and sewer infrastructure projects. Recipients should ensure they maintain proper documentation supporting determinations of costs and applicable compliance requirements, and how they have been satisfied as part of their award management, internal controls, and subrecipient oversight and management.

## **Treasury’s Rule**

Treasury’s Interim Final Rule details recipients’ compliance responsibilities and provides additional information on eligible and restricted uses of SLFRF award funds and reporting requirements. Your organization should review and comply with the information contained in Treasury’s Interim Final Rule, and any subsequent final rule when building appropriate controls for SLFRF award funds.

## **Eligible and Restricted Uses of SLFRF Funds**

As described in the SLFRF statute and summarized above, there are four enumerated eligible uses of SLFRF award funds. As a recipient of an award under the SLFRF program, your organization is responsible for complying with requirements for the use of funds. In addition to determining a given project’s eligibility, recipients are also responsible for determining subrecipient’s or beneficiaries’ eligibility and must monitor use of SLFRF award funds.

To help recipients build a greater understanding of eligible uses, Treasury’s Interim Final Rule establishes a framework for determining whether a specific project would be eligible under the SLFRF program, including some helpful definitions. For example, Treasury’s Interim Final Rule establishes:

- A framework for determining whether a project “responds to” a “negative economic impact” caused by the COVID-19 public health emergency;
- Definitions of “eligible employers”, “essential work,” “eligible workers”, and “premium pay” for cases where premium pay is an eligible use;
- A definition of “general revenue” and a formula for calculating revenue lost due to the COVID-19 public health emergency;
- A framework for eligible water and sewer infrastructure projects that aligns eligible uses with projects that are eligible under the Environmental Protection Agency’s Drinking Water and Clean Water State Revolving Funds; and
- A framework for eligible broadband projects designed to provide service to unserved or underserved households, or businesses at speeds sufficient to enable users to generally meet household needs, including the ability to support the simultaneous use of work, education, and health applications, and also sufficiently robust to meet increasing household demands for bandwidth.

Treasury's Interim Final Rule also provides more information on four important restrictions on use of SLFRF award funds: recipients may not deposit SLFRF funds into a pension fund; recipients that are States or territories may not use SLFRF funds to offset a reduction in net tax revenue caused by the recipient's change in law, regulation, or administrative interpretation; and, recipients may not use SLFRF funds as non-Federal match where prohibited. In addition, the Interim Final Rule clarifies certain uses of SLFRF funds outside the scope of eligible uses, including that recipients generally may not use SLFRF funds directly to service debt, satisfy a judgment or settlement, or contribute to a "rainy day" fund. Recipients should refer to Treasury's Interim Final Rule for more information on these restrictions.

### **Applicable Federal Policies**

- Recipients, Subrecipients, Contractors and Subcontractors must follow the Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and the Terms and Conditions of the SLFRF assistance.
- American Rescue Plan Act (P.L. 117-2)
- U.S. Department of the Treasury
  - SLFRF Regulations (31 CFR 35)
  - Compliance and Reporting Guidance
  - Frequently Asked Questions
  - Uniform Administrative Requirements, Cost Principles and Audit Requirements (2 CFR 1000)
  - OMB "Uniform Guidance" 2 CFR 200, adopted by reference
  - Award Terms and Conditions
    - Assistance Listing Number 21.027 (Formerly CFDA Number)

### **SAM.gov Requirements**

All eligible recipients are also required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).

### **Contracts and Subawards to Debarred and Suspended Parties**

Pursuant to Code of Federal Regulations 2 CFR Subpart C §200.213, grantees and subrecipients 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 Subrecipient agrees to comply with all relevant codes including 2 CFR Subpart C, "Responsibilities of Participants Regarding Transactions". When entering into a covered transaction with another person at the next lower tier, Subrecipient must verify that the person with whom you intend to do business is not excluded or disqualified.

### **Civil Rights Compliance**

Recipients and Subrecipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of

race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

## **Davis-Bacon Act Requirements (If Applicable)**

### **Overview**

Section 1606 of the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. No. 111-5, 123 Stat. 115 (Feb. 17, 2009) (the "Recovery Act"), requires grant award recipients, subrecipients, contractors, and subcontractors to comply with the wage requirements of the Davis-Bacon Act (40 U.S.C. 3141 et seq.) and related acts, stating:

*Notwithstanding any other provision of law and in a manner consistent with other provisions in this Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code.*

### **Scope of the Davis-Bacon Act**

The Davis-Bacon Act prevailing wage requirements apply to laborers and mechanics employed under contracts or subcontracts in excess of \$2,000 for construction, alteration, or repair activities (including but not limited to painting and decorating) that are funded, in whole or in part, under BTOP grant awards. In general:

- Laborers and mechanics – Are workers whose duties are manual or physical in nature, including apprentices, trainees and helpers, but do not include workers whose duties are primarily managerial, administrative, executive, or clerical. See 29 C.F.R. § 5.2(m).
- The \$2,000 threshold – Pertains to the amount of the prime construction contract, not to the amount of individual subcontracts. Accordingly, if the prime construction contract exceeds \$2,000, all construction work on the project (including subcontracts) is covered by the Davis-Bacon Act. See 29 C.F.R. § 5.5(a)(6).
- Construction, alteration, or repair activities – Are those occurring at the "site of the work" that involve the alteration, remodeling, or installation of items fabricated off-site; painting and decorating; manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work; and, in certain cases, transportation between the site of the work and other points. See 29 C.F.R. § 5.2(j).
- Site of the work – Is the physical place or places where the building or work called for in the contract will remain, and any other site where a significant portion of the building or



work is constructed, provided that such site is established specifically for the performance of the contract or project, and includes job headquarters, tool yards, batch plants, borrow pits, etc., if they are dedicated exclusively, or nearly so, to performance of the contract or project, and are adjacent or virtually adjacent to the site of the work. The site of the work does not include permanent home offices, branch plant establishments, fabrication plants, tool yards, etc., of a contractor or subcontractor whose location and continued operation are determined wholly without regard to a particular Federal or Federally-assisted contract or project. See 29 C.F.R. § 5.2(l).

- Application to Governmental Agencies – Governmental agencies, such as states or their political subdivisions, are not subject to the Davis-Bacon Act requirements when construction work is being performed by their own employees on a "force account" basis. See 29 C.F.R. § 5.2(h).

Davis-Bacon Act prevailing wage requirements are likely to apply to construction and related activities undertaken in connection with Infrastructure Round 1 and Comprehensive Community Infrastructure (CCI) Round 2 projects. In many cases, Davis-Bacon Act prevailing wage requirements will also apply to activities under BTOP grants for Sustainable Broadband Adoption (SBA) and Public Computer Centers (PCC), when construction and related activities (including minor renovation of facilities) can be segregated from the other work contemplated by the grant. See 29 C.F.R. § 4.116; F.A.R. § 22.402(b).

### **Davis-Bacon Act Requirements**

Required contract provisions (appearing at 29 C.F.R. § 5.5) and the applicable wage determination(s) for the activities contemplated by a construction project must be included in any contract or subcontract to which the Davis-Bacon Act applies providing, among other items, that:

- Laborers and mechanics must be paid the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) at least once a week;
- No paycheck deductions or rebates are permitted, except as permitted under Department of Labor (DOL) regulations (29 C.F.R. §§ 3.5-3.6); and
- Wage and fringe benefit rates must be no less than those contained in DOL wage determination for the labor classification for the work actually performed.

The recipient is responsible for ensuring that the required contract provisions appear in all contracts and subcontracts entered into by recipients, subrecipients, contractors, and subcontractors for construction, alteration and repair activities covered by the Davis-Bacon Act and related acts. Applicable wage determinations included in the contract must be verified by the recipient within 10 days of the contract date.

In cases where state wage rates (determined under state statutes often called "Mini-Davis-Bacon Acts") are higher than the Federal wage rates, the state wage rates take precedence and should be included in contracts in lieu of the lower, Federal wage rates. In cases of construction projects on tribal lands, the recipient should contact its assigned Federal Program Officer (FPO) for guidance on the interplay among the Davis-Bacon Act, state Mini-Davis-Bacon acts and the Tribal Employment Rights Ordinance (TERO).

Contracts for amounts over \$100,000 that are covered by the Davis-Bacon Act must include additional standard clauses (also appearing in 29 C.F.R. § 5.5) providing, among other things,

that overtime for laborers and mechanics must be paid at a rate 1.5 times the basic rate of pay for time worked in excess of 40 hours per week.

In addition, the DOL Davis-Bacon poster (WH-1321) must be prominently posted at the site of the work. Refer to: [www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf](http://www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf).

### **Davis-Bacon Wage Rate Determinations**

DOL conducts statewide surveys seeking payment data on wage and fringe benefit rates from construction contractors and other interested parties, such as labor unions. Wage determinations are issued by locality, typically on a county-by-county basis. Davis-Bacon Act wage determinations are published on DOL's Wage Determinations OnLine (WDOL) website accessible at: [www.wdol.gov](http://www.wdol.gov). The Davis-Bacon Act prevailing wages are determined by DOL based on wages paid to various classes of laborers and mechanics employed on specific types of construction projects in an area.

If DOL has not published a wage determination for work that is needed to complete a BTOP construction project, the recipient may seek a Conformance. The recipient must submit a Conformance request using Standard Form (SF) 1444. Please go to [www.wdol.gov/library.aspx](http://www.wdol.gov/library.aspx) to obtain a copy of the form and instructions.

To complete the form, the recipient must describe the work to be done (identified with a classification that is used in the subject area in the construction industry) and propose a wage rate that bears a reasonable relationship to existing wage determinations. Typically, the rate must not be less than the wage determination for an unskilled laborer and, for a skilled craft, must be at least equal to the lowest wage determination for any other skilled craft.

Infrastructure and CCI recipients should submit the completed SF-1444 through Grants Online as an "Other Action Request." The SF-1444 will be routed to the National Oceanic and Atmospheric Administration (NOAA) Grants Officer and transmitted to the DOL Wage and Hour Division for review and approval. The Wage and Hour Division has committed to act on Conformance requests within 30 days.

SBA and PCC recipients should submit completed SF-1444 Conformance requests through the Post-Award Monitoring (PAM) System. To do so, the recipient should create a report package of the type "POR: PAM Other Request." After filling out and attaching the Request Template, the recipient should attach the completed SF-1444 form using the "Add File" button. The SF1444 will be routed to the National Institute of Standards and Technology (NIST) Grants Officer and transmitted to the DOL Wage and Hour Division for review and approval. The Wage and Hour Division has committed to act on Conformance requests within 30 days.

### **Recordkeeping and Monitoring Obligations**

Recipients, subrecipients, contractors, and subcontractors must prepare weekly certified payroll documentation using Form WH347 (available at: [www.dol.gov/whd/forms/wh347.pdf](http://www.dol.gov/whd/forms/wh347.pdf)), properly completed for laborers and mechanics performing activities covered by the Davis-Bacon Act requirements of the Recovery Act. Subrecipients, contractors, and subcontractors must submit this information to the BTOP grant award recipient on a weekly basis within seven days of the regular payment date of the subrecipient's, contractor's or subcontractor's payroll period.

A recipient must review the weekly certified payroll documentation it receives from its subrecipients, contractors and subcontractors on an ongoing basis. See 29 C.F.R. §§ 3.3-3.4. If a subrecipient receives the original payroll documents, the subrecipient should review these documents and forward the original documents to the recipient on a weekly basis within the time period described above.

The recipient must maintain in its files the original Davis-Bacon Act payroll records it prepares for itself, as well as those prepared by subrecipients, contractors, and subcontractors. The recipient is not required to submit any of the payroll documents to the BTOP Grants Office unless the assigned Grants Officer makes a request for such records. The payroll records must be maintained so as to be easily accessed by BTOP Grants Officers and by other duly authorized officials. The recipient must retain these records as provided in the Department of Commerce (DOC) Uniform Administrative Requirements for Grants and Cooperative Agreements, 15 C.F.R. § 14.53 or 24.42, as applicable, generally for the later of three years after closeout of the award, or until any litigation, claim, or audit is resolved.

### **Enforcement and Penalties**

Violation of the requirements of Section 1606 of the Recovery Act and the Davis-Bacon Act and related acts is a serious offense. Compliance is subject to audit during OMB Circular A-133 audits (including program-specific audits) of BTOP grant recipients and subrecipients, as well as audits and investigations by the DOC Office of Inspector General, the Government Accountability Office (GAO), the DOL Wage and Hour Division, and other duly authorized officials. A violation of the Davis-Bacon Act wage requirements may lead NTIA to impose appropriate enforcement action in connection with a BTOP grant award, up to and including suspension or termination of the award. In addition, contracting parties are subject to payment of back wages, and suspension or debarment from future contracts for a period of up to three years. Monetary damages may also apply. Falsification of certified payroll records or the required kickback of wages may subject a violator to civil or criminal prosecution, the penalty for which may include fines and/or imprisonment.

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Heidi Hansen, Economic Vitality Director  
**Co-Submitter:** Rebecca Sayers  
**Date:** 06/12/2024  
**Meeting Date:** 06/18/2024



---

**TITLE:**

**Consideration and Adoption of Resolution No. 2024-22 and Ordinance No. 2024-16:** A resolution of the Flagstaff City Council declaring as a public record that certain document filed with the City Clerk and entitled "2024 amendments to chapters 2-03, 2-13, 2-14, 2-20, and 3-06 of the city code related to the parks and recreation commission, tourism commission, beautification and public art commission, open spaces commission, and hospitality industry tax revenues" and An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 2, Boards and Commissions, Chapters 2-03, Parks and Recreation Commission, 2-13, Tourism Commission, 2-14, Beautification and Public Art Commission, and 2-20, Open Spaces Commission, and Title 3, Business Regulations, Chapter 3-06, Hospitality Industry Tax Revenues, by adopting by reference that certain document entitled "2024 Amendments to Chapters 2-03, 2-13, 2-14, 2-20, and 3-06 of the City Code Related to the Parks and Recreation Commission, Tourism Commission, Beautification and Public Art Commission, Open Spaces Commission, and Hospitality Industry Tax Revenues," providing for repeal of conflicting ordinances, severability, clerical corrections, and establishing an effective date.

**STAFF RECOMMENDED ACTION:**

1. Adopt Resolution No. 2024-22
2. Read Ordinance No. 2024-16 by title only for the final time
3. City Clerk reads Ordinance No. 2024-16 by title only (if approved above)
4. Adopt Ordinance No. 2024-16

**Executive Summary:**

The Parks and Recreation, Tourism, Open Spaces, and Beautification and Public Arts commission's ordinances were established in 1988 and the proposed amendments to Chapters 2-03, 2-13, 2-14, and 2-20 update the commission duties and objectives, which are outdated and no longer coincide with industry need. The proposed amendments to Chapter 3-06, clarify that the Open Spaces Commission will be involved in making recommendations regarding allocation of the parks and recreation portion of the hospitality industry tax revenues and update economic development activities.

**Financial Impact:**

No financial impact

**Policy Impact:**

Updating these chapters of the City Code will change the definition of "parks and recreation" in sections of the city code referring to the parks and recreation portion of the hospitality industry tax revenues (also known as Bed, Board, and Booze or BBB tax) to include open spaces, and will clarify that the Open Spaces Commission will be involved in making recommendations regarding allocation of the parks and recreation portion of the tax. Updates to the Tourism Commission portion of the city code will change language to "visitor" instead of "tourists," as well as establish marketing plan objectives and meetings appropriate to their

need, and Beautification/Arts/Sciences will update procurement thresholds to recently approved changes. The Economic Development portion of the hospitality industry tax revenues chapter will update language to match current practices and business needs.

**Previous Council Decision or Community Discussion:**

Staff presented the recommended code changes to City Council on April 23, 2024, and Council direction was to move forward with the recommendations.

**Options and Alternatives to Recommended Action:**

Not approve the recommended code changes.

**Connection to PBB Priorities and Objectives:**

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

**Robust and Resilient Economy:** Support and strengthen a robust, diverse, and sustainable economy; maintain and enhance an equitable and effective business, retention, and expansion program throughout the community; Embrace and invest in responsible tourism opportunities to promote economic development.

**Livable Community:** Provide amenities and activities that support a healthy lifestyle.

**Environmental Stewardship:** Promote, protect, and enhance a healthy, sustainable environment and its natural resources.

**Connection to Regional Plan:**

**Regional Plan** Goal OS.1. The region has a system of open lands, such as undeveloped natural areas, wildlife corridors and habitat areas, trails, access to public lands, and green ways to support the natural environment that sustains our quality of life, cultural heritage, and ecosystem health. Goal CC.5. Support and promote art, science, and education resources for all to experience. Goal ED. 6. Tourism will continue to provide a year-round revenue source for the community, while expanding specialized tourist resources and activities. Goal ED.7. Continue to promote and enhance Flagstaff 's unique sense of place as an economic development driver. Goal REC.1. Maintain and grow the region's healthy system of convenient and accessible parks, recreation facilities, and trails.

**Connection to Carbon Neutrality Plan:**

**Carbon Neutrality Plan** IR-2: Ensure equity, accessibility, and inclusion across all City of Flagstaff Parks and Recreation facilities, helping all members of the Flagstaff community to meet their health and wellness needs. DD-3: Encourage Flagstaff residents and visitors to walk, bike, roll and take the bus.

**Connection to 10-Year Housing Plan:**

None.

---

**Attachments:** [Ord. 2024-16](#)  
[Res. 2024-22](#)  
[2024 BBB Related Amendments](#)  
[Presentation](#)

**ORDINANCE NO. 2024-16**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 2, BOARDS AND COMMISSIONS, CHAPTERS 2-03, PARKS AND RECREATION COMMISSION, 2-13, TOURISM COMMISSION, 2-14, BEAUTIFICATION AND PUBLIC ART COMMISSION, AND 2-20, OPEN SPACES COMMISSION, AND TITLE 3, BUSINESS REGULATIONS, CHAPTER 3-06, HOSPITALITY INDUSTRY TAX REVENUES, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED *"2024 AMENDMENTS TO CHAPTERS 2-03, 2-13, 2-14, 2-20, AND 3-06 OF THE CITY CODE RELATED TO THE PARKS AND RECREATION COMMISSION, TOURISM COMMISSION, BEAUTIFICATION AND PUBLIC ART COMMISSION, OPEN SPACES COMMISSION, AND HOSPITALITY INDUSTRY TAX REVENUES,"* PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE**

**RECITALS:**

WHEREAS, the Tourism, Parks and Recreation, Open Spaces, and Beautification and Public Arts commissions' ordinances were established in 1988; and

WHEREAS, the proposed amendments to Chapters 2-03, 2-13, 2-14, and 2-20 update the respective commission's duties and objectives, which are outdated and no longer coincide with industry need; and

WHEREAS, the proposed amendments to Chapter 3-06 clarify that the Open Spaces Commission will be involved in making recommendations regarding allocation of the parks and recreation portion of the hospitality industry tax revenues.

**ENACTMENTS:**

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

SECTION 1. That certain document known as "2024 Amendment to Chapters 2-03, 2-13, 2-14, 2-20, and 3-06 of the City Code Related to the Parks and Recreation Commission, Tourism Commission, Beautification and Public Art Commission, Open Spaces Commission, and Hospitality Industry Tax Revenues," one (1) paper copy and one (1) electronic copy of which are on file in the office of the City Clerk of the City of Flagstaff, Arizona, has been declared a public record by Resolution No. 2024-22 of the City of Flagstaff, Arizona, and is hereby referred to, adopted, and made a part hereof as if fully set out in this ordinance.

**SECTION 2. Repeal of Conflicting Ordinances**

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

**SECTION 3. Severability**

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

**SECTION 4. Clerical Corrections**

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

**SECTION 5. Effective Date**

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 18th day of June, 2024.

---

MAYOR

ATTEST:

---

CITY CLERK

APPROVED AS TO FORM:

---

CITY ATTORNEY

**RESOLUTION NO. 2024-22**

**A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED “2024 AMENDMENTS TO CHAPTERS 2-03, 2-13, 2-14, 2-20, AND 3-06 OF THE CITY CODE RELATED TO THE PARKS AND RECREATION COMMISSION, TOURISM COMMISSION, BEAUTIFICATION AND PUBLIC ART COMMISSION, OPEN SPACES COMMISSION, AND HOSPITALITY INDUSTRY TAX REVENUES”**

**RECITALS:**

WHEREAS, pursuant to A.R.S. § 9-802, a municipality may enact or amend provisions of the City Code by reference to a public record, provided that the adopting ordinance is published in full; and

WHEREAS, the Tourism, Parks and Recreation, Open Spaces, and Beautification and Public Arts commissions’ ordinances were established in 1988; and

WHEREAS, the proposed amendments to Chapters 2-03, 2-13, 2-14, and 2-20 update the respective commission’s duties and objectives, which are outdated and no longer coincide with industry need; and

WHEREAS, the proposed amendments to Chapter 3-06 clarify that the Open Spaces Commission will be involved in making recommendations regarding allocation of the parks and recreation portion of the hospitality industry tax revenues.

**ENACTMENTS:**

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

SECTION 1. In General.

That certain document known as “*2024 Amendments to Chapters 2-03, 2-13, 2-14, 2-20, and 3-06 of the City Code Related to the Parks and Recreation Commission, Tourism Commission, Beautification and Public Art Commission, Open Spaces Commission, and Hospitality Industry Tax Revenues*” attached hereto as Exhibit A is hereby declared to be a public record, and one (1) paper copy and one (1) electronic copy maintained in compliance with A.R.S. § 44-7041 shall remain on file with the City Clerk and kept available for public use and inspection.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 18th day of June 2024.

---

MAYOR



ATTEST:

---

CITY CLERK

APPROVED AS TO FORM:

---

CITY ATTORNEY

Exhibits:

“2024 Amendments to Chapters 2-03, 2-13, 2-14, 2-20, and 3-06 of the City Code Related to the Parks and Recreation Commission, Tourism Commission, Beautification and Public Art Commission, Open Spaces Commission, and Hospitality Industry Tax Revenues”

**2024 AMENDMENTS TO CHAPTERS 2-03, 2-13, 2-14, 2-20, AND 3-06 OF THE CITY CODE  
RELATED TO THE PARKS AND RECREATION COMMISSION, TOURISM COMMISSION,  
BEAUTIFICATION AND PUBLIC ART COMMISSION, OPEN SPACES COMMISSION, AND  
HOSPITALITY INDUSTRY TAX REVENUES**

**CHAPTER 2-03  
PARKS AND RECREATION COMMISSION**

SECTIONS:

<a href="#">2-03-001-0001</a>	COMMISSION CREATED; MEMBERS:
<a href="#">2-03-001-0002</a>	TERMS; VACANCIES; COMPENSATION:
<a href="#">2-03-001-0003</a>	ORGANIZATION AND RULES:
<a href="#">2-03-001-0004</a>	POWERS AND DUTIES:

**2-03-001-0001 COMMISSION CREATED; MEMBERS:**

---

There is hereby created a Parks and Recreation Commission for the City, consisting of seven (7) members appointed by the City Council. (Ord. No. 2007-11, Amended 02/06/2007; Ord. 2014-28, Amended, 11/18/2014)

**2-03-001-0002 TERMS; VACANCIES; COMPENSATION:**

---

Terms of the appointed members shall be for three (3) years.

The Council shall fill vacancies for the unexpired term of any of the members of the Commission and no member of the Commission shall receive compensation for services thereon. (Ord. 1475, 2-3-87)

**2-03-001-0003 ORGANIZATION AND RULES:**

---

Upon the taking effect of this Chapter, and when appointed, the members shall meet and organize and elect a ~~Chairman~~ **CHAIRPERSON** to serve for one year with a new ~~Chairman~~ being elected each succeeding year. The Commission may adopt by-laws, procedures, and standards for the operation of the Commission not inconsistent with the provisions of this Chapter. A quorum shall consist of four (4) voting members. The Commission shall meet not less than four (4) times each year.

**2-03-001-0004 POWERS AND DUTIES:**

---

A. The duties of the Commission shall be to advise the Council, through periodic written reports **OR PRESENTATIONS** to the Council, recommending policy direction on City lands, structures, and facilities that are set aside or should be set aside or dedicated to recreational purposes, including but not limited to parks, swimming pools, playgrounds, playing and sports fields, and golf courses. The scope of the activities of the Commission shall also include but not be limited to advising and recommending policy direction in activities involving recreational and cultural pursuits of the elderly and the young and to otherwise employ in constructive and wholesome manner leisure time of the citizens.

B. The City Council may consider the advice and recommendation of the Commission and thereafter give direction through the City Manager to implement the recreational program as they see fit.

C. The Commission shall review and make recommendation on the annual budget of the Parks Section and Recreation Section prior to the submittal thereof to the City Manager.

D. With respect to the parks and recreation portion of the Bed, Board and Booze Tax allocated under Chapter [3-06](#), Hospitality Industry Tax Revenues, the Commission shall make JOINT recommendations, ALONG WITH THE OPEN SPACES COMMISSION, to the Council concerning the annual budgetary allocation of the parks and recreation portion of this tax, to include but not be limited to:

1. Developing parks and recreation facilities, OPEN SPACE, and programs as needed to benefit the community and its visitors.
2. Funding for the Flagstaff urban trails system development and maintenance.
3. Developing, acquiring, and distributing material to promote parks and recreation.
4. Retaining of appropriate staff to implement approved programs.

E. For purposes of subsection (D) of this section, "parks and recreation" means the development and management of public parks, OPEN SPACE, recreational facilities, and programs which are available to the residents and visitors including funding the Flagstaff urban trail system. (Same meaning as set forth in Section [3-06-001-0001](#).) (Ord. 865, 12-12-72; Ord. 1335, 10-16-84; Ord. 2015-22, Amended, 01/05/2016)

**CHAPTER 2-13  
TOURISM COMMISSION**

SECTIONS:

<a href="#">2-13-001-0001</a>	CREATION OF THE COMMISSION:
<a href="#">2-13-001-0002</a>	COMPOSITION AND TERM OF OFFICE:
<a href="#">2-13-001-0003</a>	COMPENSATION OF COMMISSION MEMBERS:
<a href="#">2-13-001-0004</a>	ORGANIZATION:
<a href="#">2-13-001-0005</a>	MEETINGS:
<a href="#">2-13-001-0006</a>	DUTIES:

**2-03-001-0001 CREATION OF THE COMMISSION:**

---

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

"Tourism" means the guidance, management, marketing, accommodation, promotion, and encouragement of ~~tourists~~ **VISITORS** (same meaning as set forth in Section 3-06-001-0001). (Ord. No. 1579, Enacted, 08/02/88; Ord. 2001-27, Amended, 11/20/2001; Ord. 2014-28, Amended, 11/18/2014; Ord. 2015-22, Amended, 01/05/2016)

**2-03-001-0002 COMPOSITION AND TERM OF OFFICE:**

---

The composition of the membership shall consist of:

- A. Seven (7) members to be appointed by the City Council. Each member shall serve for three (3) years, on a staggered term basis.
- B. The City Manager or the Manager's designee shall be an ex officio member of the Commission. The member shall have no voting privileges.

The City Manager shall be responsible for staff support of the Tourism Commission.

The Council shall fill vacancies for the unexpired term of any of the members of the Commission.

A member's term in office shall commence with the first regular Commission meeting following the appointment and terminate with the regular Commission meeting at which the successor takes office. No voting member of the Commission may be appointed to more than two (2) consecutive full terms. (Ord. No. 1579, Enacted, 08/02/88; Ord. No. 1674, Amended, 09/18/90; Ord. 2001-27, Amended, 11/20/2001; Ord. No. 2006-09, Amended 04/10/2006; Ord. 2014-28, Amended, 11/18/2014; Ord. 2015-22, Amended, 01/05/2016)

**2-13-001-0003 COMPENSATION OF COMMISSION MEMBERS:**

---

Members of the Commission shall serve without compensation.

(Ord. No. 1579, Enacted, 08/02/88)

**2-13-001-0004 ORGANIZATION:**

---

The Commission shall elect a Chairperson from among its members. The term of the Chairperson shall be one year with eligibility for reelection. Commission members may not serve more than two (2) consecutive terms as Chairperson. The Council representative shall not be eligible for the Chair.

(Ord. No. 1579, Enacted, 08/02/88)

**2-13-001-0005 MEETINGS:**

---

A. The Commission shall ATTEMPT TO hold at least one (1) regular meeting per month, BUT NO LESS THAN NINE (9) REGULAR MEETINGS PER YEAR, which shall ~~at all times~~ ALWAYS be open to the public. The time and place of said meeting shall be posted in accordance with the applicable Arizona State Statutes.

A quorum consisting of a minimum of four (4) voting members shall be required to conduct business.

~~B. The Chairperson of the Commission shall meet with the Chairpersons of the Economic Development Commission and the Beautification Commission at least once per month. The purpose of the meeting is for coordination of the three (3) commissions only. The intent is not to create another commission. The meeting shall at all times be open to the public. The time and place of said meeting shall be posted in accordance with applicable Arizona State Statutes.~~

~~B. C.~~ If a member is absent for three (3) meetings within a twelve (12) month period, excused or unexcused, that member may be replaced by the City Council. (Ord. No. 1579, Enacted, 08/02/88; Ord. 2001-27, Amended, 11/20/2001; Ord. 2014-28, Amended, 11/18/2014)

**2-13-001-0006 DUTIES:**

---

The duties of the Commission shall be to:

A. WITH THE DIRECTION, GUIDANCE AND COORDINATION OF THE CONVENTION AND VISITORS BUREAU (CVB, A.K.A. DMO, A.K.A. DISCOVER FLAGSTAFF) THE TOURISM COMMISSION WILL PARTICIPATE IN A TWO-YEAR STRATEGIC PLAN TO INCLUDE A VISION, MISSION, AND POSITION STATEMENT. THE TWO-YEAR STRATEGIC PLAN SHALL BE USED AS A GUIDELINE FOR FUTURE PROGRAMS.

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

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

CB. REVIEW THE CVB'S ANNUAL REQUESTS AND make recommendations to the City Council CVB concerning the annual budgetary allocation of the tourism portion of the Bed, Board

~~and Booze Tax to include, but not be limited to WHICH WILL BE SUBMITTED TO THE CITY BUDGET TEAM AND THEN THE CITY COUNCIL FOR FINAL APPROVAL.~~

~~C. REVIEW AND MAKE RECOMMENDATIONS ON THE ANNUAL SALES AND MARKETING PLAN. MAJOR ELEMENTS OF THE SALES/MARKETING PLAN WILL INCLUDE, BUT NOT BE LIMITED TO, DEVELOPING A SPECIFIC IMAGE FOR FLAGSTAFF, IDENTIFYING TARGET MARKET SEGMENTS, AND IMPLEMENTING A PROMOTIONAL PLAN DIRECTED TO TARGET MARKET SEGMENTS.~~

~~D. PROMOTE ACTIVITIES AND PROGRAMMING THAT ENHANCE THE COMMUNITY'S IMAGE AND THE OVERALL QUALITY OF LIFE.~~

~~E. MAINTAIN A VISITOR CENTER FOR EASY VISITOR ACCESS WITH ADEQUATE STAFFING TO OFFER AREA INFORMATION AND GUIDANCE.~~

~~F. RETAIN THE APPROPRIATE STAFFING TO MARKET, SELL, AND CREATE A BRAND IMAGE FOR FLAGSTAFF TO INCREASE VISITATION AND OVERALL ECONOMIC IMPACT.~~

~~1. Providing funding to the qualified, established public or private agency to administer, on a contract basis, tourism programs as required.~~

~~2. Developing and implementing a marketing plan. Major elements of the marketing plan will include, but not be limited to, developing a specific image for Flagstaff, identifying target market segments, and implementing a promotional plan directed to target market segments.~~

~~3. Establishing visitor information center(s) to include, but not be limited to, a high profile location, easy visitor access, adequate staffing, a toll-free telephone number for visitor information, and develop other facilities as needed to benefit visitors and the community.~~

~~4. Establishing an educational program to include, but not be limited to, scholarships for hospitality education at Northern Arizona University.~~

~~5. Promoting activities that enhance the community's image and the overall quality of life.~~

~~6. Retaining of appropriate staff to implement approved programs.~~

~~G.-D.~~ Perform any additional duties as determined by the City Council related to tourism activities. (Ord. No. 1579, Enacted, 08/02/88; Ord. 2015-22, Amended, 01/05/2016)

**CHAPTER 2-14  
BEAUTIFICATION AND PUBLIC ART COMMISSION**

**SECTIONS:**

<a href="#">2-14-001-0001</a>	CREATION OF COMMISSION:
<a href="#">2-14-001-0002</a>	COMPOSITION AND TERM OF OFFICE:
<a href="#">2-14-001-0003</a>	COMPENSATION OF COMMISSION MEMBERS:
<a href="#">2-14-001-0004</a>	ORGANIZATION:
<a href="#">2-14-001-0005</a>	MEETINGS:
<a href="#">2-14-001-0006</a>	DUTIES:

**2-14-001-0001 CREATION OF COMMISSION:**

---

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

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

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

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

---

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

Each member shall serve three (3) year terms, on a staggered basis. A member's term in office shall commence with the first regular Commission meeting following the appointment and terminate with the regular Commission meeting at which the successor takes office. No voting member of the Commission may be appointed to more than two (2) full consecutive terms. (Ord. 1580, Enacted, 08/02/1988; Ord. 1674, Amended, 09/18/1990; Ord. 2006-15, Amended, 05/16/2006; Ord. 2007-04, Amended, 02/06/2007; Ord. 2014-28, Amended, 11/18/2014; Ord. 2015-22, Amended, 01/05/2016)

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

---

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

**2-14-001-0004 ORGANIZATION:**

---

The Commission shall elect a Chairperson from among its members. The term of the Chairperson shall be one year with eligibility for reelection. Commission members may not serve more than

two (2) consecutive terms as Chairperson. The Council representative shall not be eligible for the Chair. (Ord. No. 1580, Enacted, 08/02/1988)

#### **2-14-001-0005 MEETINGS:**

---

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

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

#### **2-14-001-0006 DUTIES:**

---

The duties of the Commission shall be to:

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

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

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

1. Purchase, installation, or modification of landscaping and irrigation systems;
2. Purchase, removal, or modification of billboards and nonconforming signs;
3. Beautification of buildings and facilities, streetscapes, and gateways;
4. Purchase and installation of public art projects;
5. Purchase or lease of easements or property necessary for beautification projects.

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

1. Reviewing and defining potential public art projects and writing project descriptions.
2. Determining the artist selection method and writing the call to artists for public art projects.
3. Evaluating public art proposals for recommendation to the City Council.
4. Facilitating display of local art in public facilities.



Recommendations to City Council are required for a public art proposal when the resulting contract will be ~~ifty~~ ONE HUNDRED thousand dollars (~~\$50~~ 100,000.00) or more.

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

1. Developing and supporting the Flagstaff arts, scientific and cultural activities, events, and organizations to provide direct and indirect citizen participation, and opportunities for enhancement of the overall quality of life and community image.
2. Developing, acquiring, and distributing material to promote arts and science.
3. Developing financial assistance programs to stimulate artistic and scientific activities in Flagstaff.
4. Retaining of appropriate staff to implement approved programs.

F. Perform those additional duties as determined by the City Council, related to the Beautification and Public Art Commission.

G. Contracts for arts and sciences and beautification are subject to procurement under the Procurement Code Manual. In addition, the City Council, City Manager, or his or her designee(s) may request the Commission to make recommendations regarding any arts and sciences or beautification proposals. (Ord. No. 1580, Enacted, 08/02/88; Ordinance No. 2006-15, Amended, 05/16/2006; Ord. 2015-22, Amended, 01/05/2016; Ord. 2021-22, Amended, 10/05/2021)

**CHAPTER 2-20  
OPEN SPACES COMMISSION**

SECTIONS:

<a href="#">2-20-001-0001</a>	CREATION OF THE COMMISSION:
<a href="#">2-20-001-0002</a>	TERMS OF OFFICE:
<a href="#">2-20-001-0003</a>	DUTIES:
<a href="#">2-20-001-0004</a>	OPEN SPACES LONG RANGE MANAGEMENT PLAN COMPONENTS:
<a href="#">2-20-001-0005</a>	MEETINGS; ATTENDANCE:

**2-20-001-0001 CREATION OF THE COMMISSION:**

---

There is hereby created an advisory body to be called the "Open Spaces Commission" ("Commission") consisting of the following seven (7) regular members all of whom shall be appointed by the City Council, except for THE designee from the Planning and Zoning Commission: one (1) member from the Planning and Zoning Commission; and six (6) public at-large members. All Commission members shall be voting members. A Chairperson shall be selected by a majority vote of those members at a meeting called for that purpose. (Ord. No. 2007-08, Amended, 02/06/2007; Ord. 2014-28, Amended, 11/18/2014; Ord. 2015-22, Amended, 01/05/2016)

**2-20-001-0002 TERMS OF OFFICE:**

---

Appointments from the Planning and Zoning Commission ~~and the Parks and Recreation Commission~~ to the Open Spaces Commission shall be for no longer than the remaining term of the ~~appointing Commission's~~ designee. Terms of all other appointees shall be for three years. ~~except for the first appointments creating staggered terms as follows: The City Council shall appoint two members for three year (3) terms, two members for two (2) year terms, and two members for one (1) year terms. After the initial appointment all terms thereafter will be three (3) year terms.~~

**2-20-001-0003 DUTIES:**

---

- A. It shall be the Commission's duty to advise the City Council on acquisition, preservation, and alternatives for open space land management.
- B. The duties of the Commission shall also include, but not be limited to: Reviewing and advising the City Council on the development of an Open Spaces Long Range Management Plan and policies to provide broad, long-term direction for planning and decision-making for OPEN SPACE LANDS ~~the lands designated as Urban Open Space Management Area in the Urban Open Spaces Plan of the Flagstaff Area Regional Land Use and Transportation Plan.~~
- C. Advising and assisting the Mayor and City Council on ways to educate and involve the community on the value, protection, and stewardship of open space lands.
- D. Advising and assisting the Mayor and City Council on ways to work collaboratively with other governmental entities, organizations, and departments to advance and ensure the implementation of the Open Spaces Long Range Management Plan and the CURRENT Flagstaff Area Regional ~~Land Use and Transportation~~ Plan.

E. Advising and assisting the Mayor and City Council regarding regional open space issues as well as to any regional open spaces coalition that may be formed in the future relative to lands designated as open space in the Greater Flagstaff Area Open Spaces and Greenways Plan.

F. Obtaining public input and participation in various programs such as environmental education and interpretation on the use, operation, and management of open space and providing information concerning the goals, projects, and operations of the eOpen sSpace SECTION.

G. WITH RESPECT TO THE PARKS AND RECREATION PORTION OF THE BED, BOARD AND BOOZE TAX ALLOCATED UNDER CHAPTER 3-06, HOSPITALITY INDUSTRY TAX REVENUES, THE COMMISSION SHALL MAKE JOINT RECOMMENDATIONS, ALONG WITH THE PARKS AND RECREATION COMMISSION, TO THE COUNCIL CONCERNING THE ANNUAL BUDGETARY ALLOCATION OF THE PARKS AND RECREATION PORTION OF THIS TAX, TO INCLUDE BUT NOT LIMITED TO:

1. DEVELOPING PARKS AND RECREATION FACILITIES, OPEN SPACE, AND PROGRAMS AS NEEDED TO BENEFIT THE COMMUNITY AND ITS VISITORS.
2. FUNDING FOR THE FLAGSTAFF URBAN TRAILS SYSTEM DEVELOPMENT AND MAINTENANCE.
3. DEVELOPING, ACQUIRING, AND DISTRIBUTING MATERIAL TO PROMOTE PARKS AND RECREATION.
4. RETAINING OF APPROPRIATE STAFF TO IMPLEMENT APPROVED PROGRAMS.

**2-20-001-0004 OPEN SPACES LONG RANGE MANAGEMENT PLAN COMPONENTS:**

A. The components of the Open Spaces Long Range Management Plan shall include, but not be limited to:

1. Program goals, management decision-making processes, and implementation techniques for resource preservation.
2. Policies to provide the framework for more issue- or site-specific planning and implementation.
3. Criteria for the acquisition of lands that are consistent with open space goals and policies set forth in the Open Spaces Long Range Management Plan.
4. Plans for the management of the open spaces to achieve the goals of the Open Spaces Long Range Management Plan using such studies and data as property inventories, the nature and significance of the natural and cultural resources, plant and animal species ecosystems, existing uses and conditions, and interactions and connections between natural areas and between developed and undeveloped areas.
5. Developing, identifying, and recommending the use of various methods, such as intergovernmental agreements, rights-of-way for access, and grants, to assure protection of critical open space lands.

6. Policies to monitor, maintain, enhance, and restore, where necessary, natural and cultural resources, uses, accesses, trails, and facilities.
7. Public participation, education, and interpretive programs.

#### **2-20-001-0005 MEETINGS; ATTENDANCE:**

---

The Commission shall meet on a quarterly basis, at a minimum, at such times, dates, and locations as determined by the members, except that the chairperson may call a special meeting with not less than twenty-four (24) hours' notice. All other rules or procedures shall be established by the members so long as the rules are consistent with state law, including the Open Meetings Law, the City Charter, and this chapter.

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

A regular Commission member who is absent for three (3) consecutive regular meetings may be removed from the Commission by a vote of the City Council. (Ord. 2003-03, Enacted, 02/04/03; Ord. 2007-08, Amended 02/06/2007; Ord. 2016-30, Amended, 07/05/2016)

**CHAPTER 3-06  
HOSPITALITY INDUSTRY TAX REVENUES**

SECTIONS:

<a href="#">3-06-001-0001</a>	DEFINITIONS
<a href="#">3-06-001-0002</a>	DISTRIBUTION OF HOSPITALITY INDUSTRY TAX REVENUES
<a href="#">3-06-001-0003</a>	FINANCIAL CONTROL
<a href="#">3-06-001-0004</a>	EXEMPTION

**3-06-001-0001 DEFINITIONS**

---

"Arts and sciences" means support for Flagstaff arts, scientific and cultural activities, events, and organizations to provide direct and indirect citizen participation and enhancement of the overall quality of life and community image including support of public art.

"Beautification" means any modification of the urban physical environment to increase pleasure to the senses or pleurably exalt the mind or spirit or strengthen the urban design framework of the City.

"Economic development" means the encouragement, promotion, and assistance of the expansion of economic activity for the purposes of expanding revenue and providing jobs to the community.

"Hospitality industry" means those establishments engaged in business as bar/lounge, restaurant, or hotel/motel/campground.

"Hospitality industry tax revenues" means the revenues collected from the two percent (2%) local transaction privilege tax imposed on the lodging, restaurant, and lounge businesses by Ordinance No. 1532, as extended through March 31, 2028, by approval of a majority of the qualified electors voting in the City general election held on May 18, 2010. This tax is referred to as the "Bed, Board, and Booze Tax" or "BBB Tax" and is part of the total tax rate imposed pursuant to the City tax code, Sections [3-05-004-0444](#), Hotels, and 3-05-004-0455, Restaurants and Bars.

"Parks and recreation" means the development and management of public parks, **OPEN SPACE**, recreational facilities, and programs which are available to the residents and visitors including funding the Flagstaff urban trail system.

"Tourism" means the guidance, management, marketing, accommodation, promotion, and encouragement of tourists.

"Tourists/visitors" means individuals or groups which visit Flagstaff and surrounding areas for business, recreational, educational, scientific, or cultural purposes. (Ord. No. 1902, Amended, 12/19/95; Ord. 2014-15, Amended, 07/15/2014; Ord. 2015-22, Amended, 01/05/2016)

**3-06-001-0002 DISTRIBUTION OF HOSPITALITY INDUSTRY TAX REVENUES**

---

There shall be a separate accounting for all hospitality industry tax revenues collected. Said funds shall be distributed and expended consistent with City ordinances, the City Charter, and State law. The funds collected shall be allocated as follows:

- A. Thirty percent (30%) for tourism in conformance with Chapter [2-13](#), Tourism Commission.

B. Twenty percent (20%) for beautification in conformance with Chapter [2-14](#), Beautification and Public Art Commission.

C. Nine and one-half percent (9.5%) for economic development in conformance with Section [3-06-001-0003](#)(C).

D. Thirty-three percent (33%) for parks and recreation, in conformance with Chapter [2-03](#), Parks and Recreation Commission, [AND CHAPTER 2-20, OPEN SPACES COMMISSION](#).

E. Seven and one-half percent (7.5%) for arts and science in conformance with Chapter [2-14](#), Beautification and Public Art Commission. (Ord. No. 1902, Amended, 12/19/95; Ord. 2014-15, Ren&Amd, 07/15/2014. Formerly 3-06-001-0003; Ord. 2015-22, Amended, 01/05/2016)

### **3-06-001-0003 FINANCIAL CONTROL**

---

A. Tourism. Those funds designated for tourism shall be administered pursuant to Chapter [2-13](#), Tourism Commission.

B. Beautification. Those funds designated for beautification and public art shall be administered pursuant to Chapter [2-14](#), Beautification and Public Art Commission.

C. Economic Development. Those funds designated for economic development shall be administered as follows:

The City Council shall:

1. Appoint or act as an Economic Development Commission;
2. Designate an appropriate public or private economic development agency. Said agency shall be composed of at least two (2) City Council persons and additional members as required;
3. This public or private agency shall:
  - a. Develop and transmit to the Council an annual master plan outlining the Commission's or public or private agency's program recommendations for the upcoming year. Said plan shall be presented to the Council prior to April 1st of each year.
  - b. Make recommendations to the Council concerning the annual budgetary allocation of the economic development portion of this tax, to include but not be limited to:
    - (1) Developing, acquiring, and distributing advertising material to promote economic development.
    - (2) Providing financial assistance programs to stimulate relocation and retention of ~~industrial~~ [APPROPRIATE BUSINESS](#) prospects to Flagstaff.

(3) SUPPORT BUSINESS DEVELOPMENT, INCUBATION, AND ACCELERATION ACTIVITIES USING PARTNER ORGANIZATIONS, DATA ANALYTICS, AND OTHER TOOLS TO ENCOURAGE ENTREPRENEURSHIP.

(34) Retaining of appropriate staff to implement approved programs.

(45) Perform those additional duties determined by the Council as set forth by ordinance.

D. Parks and Recreation. Those funds designated for parks and recreation shall be administered pursuant to Chapter 2-03, Parks and Recreation Commission, AND CHAPTER 2-20, OPEN SPACES COMMISSION.

E. Arts and Science. Those funds designated for arts and science, including an annual amount allocated by the City Council for the support and development of the City's public art program, shall be administered pursuant to Chapter 2-14, Beautification and Public Art Commission. (Ord. No. 1902, Amended, 12/19/95; Ord. 2002-04, Amended, 03/05/2002; Ord. No. 2006-14, Amended, 05/16/2006; Ord. 2014-15, Ren&Amd, 07/15/2014; Ord. 2015-22, Amended, 01/05/2016. Formerly 3-06-001-0004)

**3-06-001-0004 EXEMPTION**

---

The hospitality industry tax revenues shall be exempt from the limits imposed on spending by Article IX, Section 20, of the Arizona State Constitution. (Ord. 1532, 11-17-87; Ord. 2014-15, Ren&Amd, 07/15/2014. Formerly 3-06-001-0006)



# Bed, Board, & Booze (BBB) Related Code Updates June 4, 2024





# What is the BBB?

2 % tax paid at every hotel/motel, campground, short-term rental, restaurant, and bar in the city.



# What services receive BBB Funding?



Parks & Recreation	33 %
Tourism & Visitor Services	30 %
Beautification	20 %
Economic Development	9.5 %
Arts & Science	7.5 %

# BBB Code Change and Renewal Timeline

- January 2023 Retreat
- February 2024 Retreat
- April 2024 Tax Renewal and Code Change Discussion
- June 4 and 18, 2024 – Ordinance 1<sup>st</sup> and 2<sup>nd</sup> Read - BBB Code Updates
- June 2024 – Call the Election (City Council)
- November 2024 Ballot



# BBB Code Change Recommendations:

- Parks and Recreation
- Tourism & Visitor Services
- Economic Development
- Beautification
- Arts & Sciences



# BBB Code Change Recommendations:

## Parks and Recreation / Open Space

- Update P&R Commission language to include review of BBB expenditures “along with the Open Spaces Commission,” and add open spaces to the definition of “parks and recreation”
- Update OS Commission language to mirror P&R Commission re: BBB expenditures
- Update Hospitality Industry Tax Revenues code to include open space in the definition of “parks and recreation”
- Other minor revisions



# BBB Code Change Recommendations:

## Tourism & Visitor Services

- Update Tourism Commission language
  - Update “tourists” to “visitors”
  - Update language regarding review of CVB expenditures
  - Update planning language to a two-year strategic plan under guidance of CVB (Discover Flagstaff)
- Other minor revisions



# BBB Code Change Recommendations:

## Economic Development

- Update language from “industrial” to “appropriate business”
- Add language to support business development, incubation, and acceleration activities using partner organizations, data analytics, and other tools to encourage entrepreneurship



# BBB Code Change Recommendations:

## Beautification and Arts & Sciences

- Update Beautification and Public Art Commission language
- Update expenditure limit from \$50,000 to \$100,000
- Other minor revisions







Questions?

Thank you!

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Kristin Decker, Special Services Supervisor  
**Date:** 06/12/2024  
**Meeting Date:** 06/18/2024



---

**TITLE:**

**Consideration and Approval of Ratification of Contract:** Ratify the Cooperative Purchase Contract with Motorola Solutions, Inc. in an amount not to exceed \$183,072.68 for radio equipment and accessories for the Flagstaff Police Department.

**STAFF RECOMMENDED ACTION:**

1. Ratify the Cooperative Purchase Contract with Motorola Solutions, Inc. in an amount not to exceed \$183,072.68 for radio equipment and accessories for the Flagstaff Police Department; and
2. Authorize the City Manager to execute all necessary documents.

**Executive Summary:**

This is a request for ratification of a Cooperative Purchase Contract in an amount not to exceed \$183,072.68 for the purchase of 20 portable radios and accessories for the Flagstaff Police Department. This purchase will replace damaged equipment that is no longer serviceable and provide additional portable radios for emergency responses. During recent multi-agency responses the City recognized the need to have portable radios available for mutual aid partners to ensure open communications between agencies. This purchase maintains the standardization of the equipment citywide and with partnering agencies to support day-to-day operations and emergency responses. The radios were tested for compatibility and safety prior the larger purchase made in 2023 and this model meets the communication needs to perform City services.

The ratification allows the City to issue the purchase order necessary to begin the manufacturing and retain the lowest pricing available for the 20 radios needed by the Flagstaff Police Department and to utilize the one-time funding available in fiscal year 2024.

**Financial Impact:**

The Flagstaff Police Department is requesting the ratification of a purchase of 20 Motorola APX 8000 portable radios and accessories including chargers and microphones at a cost of \$183,072.68. The one-time funds available in fiscal year 2024 to purchase these portable radios is located in non-departmental account 001-09-402-1310-2-4407. The purchase has been authorized by the Budget Team for the Police Department this fiscal year.

**Policy Impact:**

The decision to purchase or not to purchase new radios should have no impact on City policies.

**Previous Council Decision or Community Discussion:**

Yes.

In 2011, City Council approved the purchase of radios and radio equipment.

In 2018, Council approved the upgrade to the Public Safety Radio system.

In 2022, Council approved \$2.6 million for the purchase of public safety communication equipment.

In 2023, Council approved \$2.1 million for the purchase of radios and radio equipment for multiple City

divisions.

### **Options and Alternatives to Recommended Action:**

1. Ratify the Cooperative Purchase Contract with Motorola Solutions, Inc. in the amount of \$183,072.68; or
2. Not ratify the purchase of the portable radios and accessories.

### **Background and History:**

The Flagstaff Police Department currently uses Motorola APX 6000, 7000 and 8000 portable radios and their accessories. In total, we currently have 134 radios. Of these, 113 are the APX 7000 model which has been discontinued and Motorola is no longer providing replacement parts. Our goal in requesting to ratify purchase additional radios and their accessories is to replace this model in our inventory which is no longer serviceable as they are damaged and the funds must come from fiscal year 2024.

Purchasing staff reviewed the State's cooperative contract and determined it to be current and applicable to the purchase of the radio equipment, setup, accessories, and service. The decision to ratify this purchase was to begin manufacturing of the radios, hold the lowest price possible, and order the units in this current fiscal year as the funding is only allocated in fiscal year 2024.

### **Connection to PBB Priorities and Objectives:**

**High Performing Governance.** Replacing outdated and unsupported radios and equipment will improve the ability for the Flagstaff Police Department to perform their public safety duties by providing the tools to communicate in the field.

**Safe and Healthy Community.** The ability for public safety officials to communicate in the field is crucial to their day to day and emergency response job functions. They receive critical information through their radios detailing pertinent information necessary to be prepared for handling the events of a call, not only for their safety, but in keeping the greater public safe.

### **Connection to Regional Plan:**

Goal PF.3 Provide high quality emergency response and public safety services including law enforcement, fire, medical, and ambulance transport service.

### **Connection to Carbon Neutrality Plan:**

Health and Safety: Improve the resilience of public infrastructure and City facilities.

### **Connection to 10-Year Housing Plan:**

None.

---

**Attachments:**    [Presentation](#)  
                          [2024-179 Motorola Solutions Inc](#)  
                          [Exhibit A - Radios](#)  
                          [Exhibit B1 - Contract Documents](#)  
                          [Exhibit B2 - Pricing](#)

# Motorola Radio Purchase June 18, 2024





# Radio History



- In 2010 a \$4.7 million bond was approved for the public safety radio system
- Motorola was awarded the contract
- City partnered with NAU on the original system
- ASU joined our system during the upgrade in 2020
- Last year FPD replaced all vehicle and 20 handheld radios
- We have seen an increase in the failure of our older radios
- We are now unable to get replacement parts



# Motorola Selection



- Ability to use existing batteries and chargers
- Familiarity with radios given 20-year history
- Encryption used for Police radios and SWAT team
- Experienced good product longevity and used in other public safety agencies
- FFD field test (usability, safety, features) approximately 83% support the Motorola radios



# Contract Specifications



- Contract amount : \$183,072.68
- Requesting to purchase 20 handhelds total
- 18 radios for regular patrol
- 2 specialty radios for bomb team members



# Procurement



- Purchasing given specifications needed for the radios and necessary accessories
- Using an existing cooperative contract
- Found most beneficial state cooperative contract





# Ratification Request



- Use of ARPA funding which was dedicated for communication equipment must be expended this fiscal year
- Ratification requested, due to the lead time needed to manufacture the units and have them delivered this fiscal year at the best pricing available
- Soonest time we could get this on the agenda was today

# Questions ?



## COOPERATIVE PURCHASE CONTRACT

Contract No. 2024-179

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 Motorola Solutions, Inc., a Delaware Corporation ("Contractor").

### RECITALS:

- A. Contractor is a fully authorized vendor of Motorola Radios and Accessories;
- B. The State of Arizona, Procurement Department, Public Sector conducted a competitive and open procurement process through Request for Proposal Solicitation No. ADSP019-00008376 that resulted in Contract No. CTR046830 with Contractor ("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 the City the materials and or services, as specified in the Scope of Work attached as Exhibit A, and in accordance with the Agency Contract. A general description of materials and/or services being purchased is:

#### **TWENTY (20) MOTOROLA RADIOS AND ACCESSORIES**

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Scope of Work attached as Exhibit A and incorporated by reference.
3. Payment: Payment to Contractor for the materials and or services provided for **ONE HUNDRED, EIGHTY-THREE THOUSAND, SEVENTY-TWO DOLLARS AND SIXTY-EIGHT CENTS (\$183,072.68)**; made in accordance with the price list and terms set forth in the Agency Contract. Any price adjustment must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee (the Purchasing Director) may approve an amendment if the amendment price increase is less than \$50,000; otherwise, City Council approval is required.
4. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents attached as Exhibit B, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract, including, specifically changes in price for materials and/or services.
5. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Upon request, 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.
8. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Kristen Decker  
City of Flagstaff  
211 W. Aspen Ave.  
Flagstaff, AZ 86001  
[Kdecker@flagstaffaz.gov](mailto:Kdecker@flagstaffaz.gov)  
Phone: 928-679-4050

To Contractor:

Doug Buxbaum  
Motorola Solutions, Inc.  
4051 E Huntington Dr.  
Flagstaff, AZ 86004  
[Doug.buxbaum@motorolasolutions.com](mailto:Doug.buxbaum@motorolasolutions.com)  
Phone: 602-358-4155

With a copy to:

Emily Markel  
City of Flagstaff  
211 W. Aspen Ave.  
Flagstaff, AZ 86001  
[EMarkel@flagstaffaz.gov](mailto:EMarkel@flagstaffaz.gov)  
Phone: 928-213-2276

9. Authority: Each Party warrants that it has authority to enter into the Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into the Contract.

MOTOROLA SOLUTIONS, INC.:

By: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF FLAGSTAFF

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office

Notice to Proceed issued: \_\_\_\_\_, 20\_\_

Last Updated October 30, 2023

**EXHIBIT A**  
**SCOPE OF WORK**  
(attached)

1. 20 Motorola Radios and Accessories 4 Pages

**EXHIBIT B**  
**AGENCY CONTRACT**  
(attached)

1. State of Arizona Contract # CTR046830 140 Pages
2. Price Sheet 2 Pages



## FLAGSTAFF, CITY OF

(18)APX 8000s (2)APX 8000s XE

05/21/2024



Billing Address:  
 FLAGSTAFF, CITY OF  
 211 W ASPEN  
 FLAGSTAFF, AZ 86001  
 US

Quote Date:05/21/2024  
 Expiration Date:07/20/2024  
 Quote Created By:  
 Dequincy Dennis  
 Dequincy.Dennis@  
 motorolasolutions.com

End Customer:  
 FLAGSTAFF, CITY OF  
 Dan Musselman  
 DMusselman@coconino.az.gov

Contract: 21069 - STATE OF AZ

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000				
1	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5	18	\$7,392.32	\$5,396.39	\$97,135.02
1a	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	18	\$567.00	\$413.91	\$7,450.38
1b	Q361AN	ADD: P25 9600 BAUD TRUNKING	18	\$330.00	\$240.90	\$4,336.20
1c	Q58AL	ADD: 3Y ESSENTIAL SERVICE	18	\$184.00	\$184.00	\$3,312.00
1d	QA00580AA	ADD: TDMA OPERATION	18	\$495.00	\$361.35	\$6,504.30
1e	QA05509AA	DEL: DELETE UHF BAND	18	-\$800.00	-\$584.00	-\$10,512.00
1f	Q498AU	ENH: ASTRO 25 OTAR W/ MULTIKEY	18	\$814.00	\$594.22	\$10,695.96
1g	H38BS	ADD: SMARTZONE OPERATION	18	\$1,650.00	\$1,204.50	\$21,681.00
1h	Q629AH	ENH: AES ENCRYPTION AND ADP	18	\$523.00	\$381.79	\$6,872.22
1i	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	18	\$6.00	\$4.38	\$78.84
1j	QA09113AB	ADD: BASELINE RELEASE SW	18	\$0.00	\$0.00	\$0.00
2	PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T	20	\$188.27	\$99.00	\$1,980.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
3	RLN4941A	REC ONLY EARPIECE W/ TRANSLUCET TUBE	20	\$76.76	\$56.03	\$1,120.60
4	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	20	\$186.50	\$136.15	\$2,723.00
5	RLN6554A	APX WIRELESS RSM W/ DUC US/NA/JP/TW	18	\$324.00	\$236.52	\$4,257.36
	APX™ 8000 Series	APX8000XE				
6	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5	2	\$7,392.32	\$5,396.39	\$10,792.78
6a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	2	\$6.00	\$4.38	\$8.76
6b	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	2	\$567.00	\$413.91	\$827.82
6c	Q361AN	ADD: P25 9600 BAUD TRUNKING	2	\$330.00	\$240.90	\$481.80
6d	QA02006AC	ENH: APX8000XE RUGGED RADIO	2	\$880.00	\$642.40	\$1,284.80
6e	QA00580AA	ADD: TDMA OPERATION	2	\$495.00	\$361.35	\$722.70
6f	Q58AL	ADD: 3Y ESSENTIAL SERVICE	2	\$184.00	\$184.00	\$368.00
6g	QA05509AA	DEL: DELETE UHF BAND	2	-\$800.00	-\$584.00	-\$1,168.00
6h	Q498AU	ENH: ASTRO 25 OTAR W/ MULTIKEY	2	\$814.00	\$594.22	\$1,188.44
6i	H38BS	ADD: SMARTZONE OPERATION	2	\$1,650.00	\$1,204.50	\$2,409.00
6j	QA09113AB	ADD: BASELINE RELEASE SW	2	\$0.00	\$0.00	\$0.00
6k	Q629AH	ENH: AES ENCRYPTION AND ADP	2	\$523.00	\$381.79	\$763.58
6l	QA01427AG	ALT: APX8000/XE HOUSING GREEN	2	\$28.00	\$20.44	\$40.88
7	PMNN4504A	BATT IMPRES 2 LIION UL2054 DIV2 R IP68 3400T	2	\$222.92	\$105.00	\$210.00
8	PMMN4154A	XVE500 DIV 1 REMOTE SPEAKER MIC, HIGH IMPACT GREEN WITH KNOB, UL	2	\$748.00	\$546.04	\$1,092.08

**Subtotal**
**\$176,657.52**


Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Grand Total \$6,415.16  
**\$183,072.68(USD)**

Notes:



## Public Communication Equipment and Services

CTR046830

Motorola Solutions Inc.

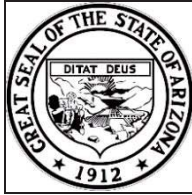
This contract is for public communication equipment and services for all State of Arizona Agencies, Boards and Commissions including members of the State of Arizona Purchasing Cooperative. The sections awarded include:

- **2-Way Radios**
- **Digital Microwave Terminals**
- **LMR Base Station Antennas, Microwave Antennas**
- **Radio Dispatch Consoles**
- **Back-up Batteries**
- **Prefab Communications Shelter**
- **Service**

### Table of Content

- **Offer and Acceptance**
- **Part 2: Scope, Pricing and Terms and Conditions (Rev 2)**
- **3-C Proposed Subcontracts**
- **5-B Conformance Statement**
- **Exceptions**
- **BAFO Change Log**

The solicitation for this contract was ADSP019-00008376 and was started in ProcureAZ. The solicitation file can be found in APP under BPM001941.



**Request for Proposal**  
**Solicitation No.**  
**ADSP019-00008376**  
**Description:**  
**Public Communications Equipment and Services**

Arizona Department of Administration  
**State Procurement Office**  
 100 N 15th Ave., Suite 402  
 Phoenix, AZ 85007

Attachment 1  
**Offer and Acceptance Form**

**SUBMISSION OF OFFER:** Undersigned hereby offers and agrees to provide Biometric Products and Services to in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

Initial Offer:	1.	September 4, 2018	JM	[Redacted]					
		date	initial						
Revised Offers:	2.	X		3.	X		4.	X	
		date #1	initial	date #1	initial	date #1	initial		
	5.	X		6.	X		7.	X	
		date #4	initial	date #5	initial	date #6	initial		
Best and Final Offer:	8.	September 16, 2019	JM	[Redacted]					
		date	initial						

**Motorola Solutions, Inc.**

Offeror company name  
 2900 S. Diablo Way Ste 150  
 Address  
 Tempe, AZ 85282  
 City | State | ZIP  
 36-1115800  
 Federal tax identifier (EIN or SSN)

Signature of person authorized to sign Offer  
 Larry Mabry MSSSI Vice President & Director Sales  
 Printed name and title  
 Walter Whatley Senior Account Executive  
 Contact name and title  
 Walter.whatley@motorolasolutions.com 520-457-8604  
 Contact Email Address Contact phone number

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

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

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

State's Contract No. is: **CTR046830** The effective date of the Contract is: **10-09-2019** Contract awarded: **10-09-2019**

Procurement Officer signature

Procurement Officer, James Atkins



# Request for Proposal

Solicitation No.  
ADSP019-00008376

Description:  
Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

## Part 2: Scope, Pricing and Terms and Conditions (Rev 2)

### Table of Contents

SECTION 2-A: Scope of Work .....	2
<b>1.0 Background .....</b>	<b>2</b>
<b>2.0 2-Way Radios .....</b>	<b>2</b>
<b>3.0 Digital Microwave Terminals.....</b>	<b>25</b>
<b>4.0 LMR Base Station Antennas, Microwave Antennas .....</b>	<b>39</b>
<b>5.0 Radio Dispatch Consoles.....</b>	<b>44</b>
<b>6.0 Generators.....</b>	<b>57</b>
<b>7.0 Back-up Batteries (Including Solar) .....</b>	<b>58</b>
<b>8.0 Prefab Communications Shelters .....</b>	<b>58</b>
<b>9.0 Service .....</b>	<b>59</b>
<b>10.0 Consultation and Third-Party Oversight .....</b>	<b>60</b>
SECTION 2-B: Pricing Document .....	62
1.0 Compensation.....	62
2.0 Pricing .....	64
3.0 Funding .....	65
4.0 Invoicing.....	66
5.0 Payments .....	67
SECTION 2-C: Special Terms and Conditions.....	69
SECTION 2-D: Uniform Terms and Conditions .....	89



## Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

### Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

## SECTION 2-A: Scope of Work

### 1.0 Background

- 1.1 The intent of this Solicitation is to provide both public communications equipment and services to support the State of Arizona's Agencies, Boards and Commissions including members of the State of Arizona Purchasing Cooperative.
- 1.2 The Solicitation shall describe the State's requirement and minimum technical specifications for the equipment and services the State wishes to purchase under the resultant contract(s).
- 1.3 This is a multi-award contract with Offeror ability to provide proposal's on one or more sections of this Scope of Work. Award will be made by Scope of Work Sub-section(s) two (2) through nine (9) independently.

### 2.0 2-Way Radios

- 2.1 **Analog & Digital Vehicular Mounted Mobile Radio Equipment:** Various types of vehicular-mounted mobile radio equipment for VHF, UHF, and 700/800 MHz trunked and conventional, analog and digital radio equipment
- 2.2 **Mobile Data Radio Vehicular Mounted Equipment:** UHF or 700/800 MHz mobile digital data link radios.
- 2.3 **Desk-top Analog & Digital Base Station Radio Equipment:** High-quality VHF, UHF, and 700MHz, 806-869 MHz, conventional, and 700/800 MHz trunked, multi-channel base/control stations using phase/frequency or digital modulation.
- 2.4 **Analog & Digital Personal/Portable Radio Equipment:** Various types VHF, UHF, and 700/800 MHz, conventional and trunked personal/portable radio transceivers.
- 2.5 **Analog & Digital Motorcycle Rear-mounted Radios:** 160+ channel, two-piece, VHF High-band, UHF, and 700/800 MHz, all solid-state motorcycle radio.
- 2.6 **Low Power Vehicular Repeater:** VHF, UHF, and 700/800 MHz in-vehicle mounted repeater, for attachment to the vehicle's mobile radio and extending the range of the user's portable radio.
- 2.7 **Multi Band Radios:** Mobile and portables capable of operating on more than one public safety band.
- 2.8 **Base/Mobile Relay Station Fixed Radio Equipment:** VHF High-band, UHF, 700/800 MHz continuous duty, mobile relay/base station equipment using phase, frequency, or digital modulation.
- 2.9 **Fixed Link Base Radios:** VHF, UHF, and 700/800 MHz fixed radios for site to site linking.
- 2.10 **Communications Service Monitors:** Communications Service Monitors for use in the maintenance of Arizona's Radio Communications Systems.

The following are definitions of terminology as they apply to the State's requirements as stated in this solicitation:

- **VHF (High-band):** means 150-174 MHz, additional coverage desirable but not required
- **UHF:** means 450-470 MHz, additional coverage desirable but not required.
- **700/800:** means radios capable of operation across the complete 700 and 800 MHz public safety band (769-869)



## Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

### Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

- **800:** means radios capable of operating on FCC designated Public Safety LMR channels above 806 MHz
  - **Narrowband:** radios meeting FCC 12.5 KHz channel widths and meeting the mask requirements of FCC Part 90.210d.
  - **FDMA:** Frequency Division Multiple Access as applies to P25 or DMR.
  - **TDMA:** Time Division Multiple Access as applies to P25 Phase II, or Open Sky.
  - **P25:** Project 25 per TIA standards AA102 etal
  - **High Tier Subscriber Equipment:** means radios designed for Public Safety applications with the highest transmitter and receiver performance specifications: Frequency Stability, Hum and Noise, Spurious Emissions, High Power; Receive Adjacent Channel Selectivity, Spurious and Intermodulation Rejection. Available features like: P25 conventional and trunking operations FDMA – TDMA, high channel / talk group count (1000+), AES / DES encryption, MultiKey, OTAR, OTAP, multiple display options, including multi-line alpha-numeric, keypad; Meets Mil Spec 810 C/D/E/F.
  - **Mid-Tier Subscriber Equipment:** means radios designed for Public Safety applications with good transmitter and receiver performance specifications: Frequency Stability, Hum and Noise, Spurious Emissions, Mid Power; Receive Adjacent Channel Selectivity, Spurious and Intermodulation Rejection. May include features like: P25 trunk and conventional operations, reduced channel / talk group count (100+), Encryption; Meets Mil Spec 810 C/D/E/F. High-Tier performance specifications apply unless otherwise listed.
  - **Low Tier Subscriber Equipment:** means radios designed for Business & Industry applications with good transmitter and receiver performance specifications for: Hum and Noise, Spurious Emissions; Receive Adjacent Channel Selectivity, Spurious and Intermodulation Rejection, Mid Power & reduced channel count; Meets Mil Spec 810 C/D/E/F.
- 2.11 Radio Standards** - The radio equipment provided by the contractor shall meet or exceed EIA, TIA, FCC, IEEE and NEMA requirements, standards, specifications, practices and/or procedures current at the time of contract award. All equipment will be FCC Type Approved for class of service specified. The measurement procedures and performance standards for land mobile radio equipment specified herein shall comply with the TIA/EIA-603 standards. Standards for equipment employing digital C4FM or CQPSK modulation shall comply with the TIA/EIA-102 standards. Where the State's specification are more stringent than those of EIA/TIA, the State's specification shall apply.
- 2.12 Transmitter Characteristics** - Transmitter shall use only solid-state active components. Synthesizing techniques of frequency generation are required for all but the Low-Tier models. Each Low-Tier unit will have a solid state sub-audible tone encoder.
- 2.12.1 Operating Frequency: The transmitter shall be factory supplied and aligned to the specific RF frequencies given in the purchase order.
- 2.12.2 Transmitter Standards: The transmitter shall meet or exceed the minimum standards as set forth in EIA/TIA Standard RS152B. Where the requirements of the State's specifications are more stringent than those of the EIA, the State's specifications shall apply. The transmitter shall comply with all FCC Rules and Regulations in effect on the date of issuance of the purchase order.
- 2.12.3 System Modulation, Narrowband:





## Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

### Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

- 2.12.3 (a) High-Tier: VHF/UHF/700/800: Analog - 11K2F3E / (800 -16K0F3E); Digital - 8K11F1E, and others in compliance with FCC efficiency standards
- 2.12.3 (b) Low-Tier: VHF or UHF: +/-2.5 KHz (11K2F3E)
- 2.12.4 Audio Frequency Harmonic Distortion:  
High-Tier: All Bands: Less than 3% at 1000 Hz and 60% maximum deviation  
Low Tier: All Bands: Less than 5% at 1000 Hz and 60% maximum deviation.
- 2.12.5 Carrier Frequency Stability: Radios offered under this contract shall meet or exceed the FCC stability requirements listed under 47CFR90.213 and 47CFR90.539. High-Tier radios are expected to exceed these specifications as applicable. All units will be priced and sold meeting these specifications.
- 2.12.6 Frequency Spread: Per Band definition; with no degradation in power output.
- 2.12.7 RF Output Impedance: 50 ohms.
- 2.12.8 Time-out Circuit: The transmitter shall be equipped with an adjustable time-out timer circuit that will turn off the transmitter after continuous transmitting. An audio tone shall be provided that will alert the operator that the transmitter has been timed out. Releasing the microphone push-to-talk button shall instantly reset the timer.
- 2.12.9 Continuous Toner Encoder: The conventional (non-trunked) transmitter shall be supplied with the capability to generate up to 32 sub-audible tones to modulate the transmitter for the full duration of all transmissions. The tone generators shall be designed for continuous operation with total harmonic distortion less than 10%. The tone encoder shall conform to all standards of EIA/TIA Standard RS-220A. There shall be available twenty (20) narrow band tone channels between 100.0 and 192.8 Hz inclusive (of Groups A and B) in accordance with EIA/TIA Standard RS-220A for continuous tone-controlled squelch system.

The frequency of the sub-audible tone generator shall be controlled by a solid-state tone network or be software based and shall be maintained within +/- 0.5% of its specified frequency over the temperature range of -30 degrees C to +60 degrees C.

The transmitter unit shall transmit a special sub-audible tone burst upon release of the push-to-talk switch. This burst shall last 160 +/- 40 msec. and be the same frequency as the regular tone supplied for a particular channel but out of phase by 180 +/-60 degrees from the previously transmitted tone. This circuitry shall be explicitly designed for the elimination of receiver "squelch tail."

- 2.12.10 Final Amplifier Protection: The transmitter output stage shall be protected from burnout due to excessive antenna VSWR. No damage shall result when the transmitter is subjected to a short or open circuit antenna output during continuous keying for a one minute period.

**2.13 Receiver Characteristics -** The receiver shall be completely solid-state, utilizing only high-quality transistors, integrated circuits, diodes, and other solid-state devices. The receiver shall be rated for continuous operation. A channel scanning feature with selectable priority may be listed as a separate option.

- 2.13.1 Operating Frequency: Per the band definitions.

- 2.13.2 Receiver Standards: The receiver shall meet or exceed the "minimum standards" as set forth in EIA/TIA Standard RS204C. Where the requirements of the State's specification are more stringent than those of the EIA/TIA, the State's specifications shall apply.



## Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

### Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

Definitions, standards, and methods of measurements shall conform to EIA/TIA Standard RS204C, unless specifically described otherwise.

2.13.2 (a) EIA 12 dB SINAD Sensitivity:

- High-Tier: All Bands: 0.25 microvolt or better, Analog
- Mid-Tier: All Bands: 0.3 microvolt or better, Analog
- Low-Tier: All Bands: 0.35 microvolt or better, Analog

2.13.2 (b) RF Input Impedance: 50 ohms

2.13.3 Squelch Circuitry: The conventional analog (non-trunked) receiver shall be supplied with carrier squelch and tone-coded squelch capability for a minimum of 32 CTCSS tone frequencies. The tone frequencies will be specified in the State purchase order. Tone decode circuitry shall be the sub-audible CTCSS type as described in EIA/TIA Standard RS-220A and shall meet all specifications of RS-220A.

There shall be two modes of operation, to be selected at the will of the operator. These are:

- Carrier squelch operation - The receiver squelch opens for any sufficiently strong on-frequency RF carrier; and
- Tone-coded squelch and carrier squelch operation- The receiver is muted until the incoming on-frequency RF carrier is modulated by the proper continuous sub-audible tone and the on frequency RF carrier is sufficiently strong to break squelch as determined by the carrier squelch adjustment control. This "and" squelch condition shall remain continuous for the duration of carrier reception. Selection of the mode of operation shall be made by manual switch control.

2.13.4 Carrier Actuated Squelch Circuit: The carrier actuated squelch shall be of the adjustable sensitivity type with a continuously variable control. The squelch circuit shall be designed to not respond to noise bursts.

2.13.5 Tone Actuated Squelch Circuits: The tone actuated squelch circuit shall conform to all standards of EIA/TIA Standard RS-220A. Continuous presence of the proper modulating tone shall be required to keep the squelch open when in the carrier squelch and tone-coded squelch mode of operation.

2.13.6 Tone Squelch Characteristics:

- Tone deviation shall not exceed 10% of the peak system deviation. A tone signal 3% removed from the frequency of the proper tone shall not operate the squelch circuit, regardless of the level recovered at the discriminator.
- The tone modulation shall be filtered from the voice signal such that with tone deviation set at 20% of the peak system deviation, the tone fundamental frequency shall be at least 30 dB below the level of a 1000 Hz tone transmitted at 2/3 rated system deviation with the receiver adjusted for maximum rated audio output.
- The tone squelch circuit shall respond by squelching the receiver within 160 +/-40 msec. of a tone burst 180 +/-60 degrees out of phase with the previous tone. This circuitry shall be explicitly designed to eliminate receiver "squelch tail."

#### **2.14 Transceiver Unit Specifications:**

2.14.1 Antenna Switching. Antenna switching must be accomplished by a hermetically sealed relay switch or some other reliable mechanical or electrical means.



## Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

### Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

- 2.14.2 Environmental Standards. All equipment provided under this specification shall be tested to, and conform to, the requirements of Mil Std. 810C/D/E for shock, vibration, humidity, dust, salt, fog, and other weather conditions.

#### **2.15 Trunking Operation Option:**

- 2.15.1 High Tier: Trunked radio options will be considered. Any such analog trunked radio shall meet the same technical RF specifications as the conventional model. Analog trunked radios shall conform to APCO 16 protocols. Digitally trunked radios should be of the same model line as the conventional radio, and shall be fully compatible with the P25 TIA/EIA Phase I Standard for FDMA, or the TDMA P25 Phase II or Open Sky Public Safety Trunking.
- 2.15.2 Low Tier: Trunked radio options will be considered. Any such trunked radio shall meet the same technical RF specifications as the conventional model.
- 2.15.3 Auxiliary Test Equipment: Associated test equipment such as plug-in service meters, computer interface cables/boxes, and test bench control set-ups may be offered. Any designated service meter should be compatible with the transceiver metering socket(s) and have scale calibrations consistent with the readings called for in the service manual. The test-bench control set-up shall include the proper style control heads, speaker, microphone, metering panel, and interconnecting cabling at least 6 feet in length. A price shall be included for an optional frequency programmer and software.

#### **2.16 ANALOG & DIGITAL VEHICULAR MOUNTED MOBILE RADIO EQUIPMENT**

##### **2.16.1 Model Specifications**

- 2.16.1 (a) **High-Tier, Mid-Tier:** The following specification describes various types of vehicular-mounted mobile radio equipment. These radios may be either one-piece (dash mount) or two-piece (remote mount). These radios are: VHF High-band, UHF and 700/800 MHz radios capable of analog conventional and trunked; and digital conventional and trunked radio operation.
- 2.16.1 (b) **Low-Tier:** The following specification describes various types of vehicular-mounted mobile radio equipment; High-band VHF, UHF, and 800 MHz. These radios may be either one-piece (dash mount) or two-piece (remote mount).

##### **2.17 Electrical Specifications:**

The equipment shall be designed to operate from a nominal 12 volt negative ground vehicle electrical system. Adequate overload and reverse polarity protection shall be provided. Control circuits shall be arranged so that the vehicle ignition switch will disable both the transmitter and receiver when in the OFF position, but allow operation when in the ACCESSORY position.

##### **2.18 Transmitter Characteristics:**

The transmitter shall be of modern solid-state design.

- 2.18.1 **Carrier Power Output Rating: (all minimum intermittent power at 20% duty cycle)**
- 2.18.2 **High Tier VHF:** 40 watts or, 50-110 watts, adjustable UHF: 40 watts or 50-100 watts, adjustable 700-800 MHz Trunked: 10-30 Watts
- 2.18.3 **Low-Tier VHF:** 25 Watts minimum, adjustable UHF: 25 Watts minimum, adjustable 700-800 MHz: 15 Watts minimum, adjustable.
- 2.18.4 Conducted and Radiated Spurious Emission Attenuation:



## Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

### Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

- 2.18.5 **High-Tier** -75 dB or greater
- 2.18.6 **Mid-Tier** -70 dB or greater
- 2.18.7 **Low Tier** -55 dB or greater
- 2.18.8 **Audio Frequency Harmonic Distortion:**
  - 2.18.8 (a) High-Tier - All Bands: Less than 3% at 1000 Hz and 60% maximum deviation
  - 2.18.8 (b) Low Tier - All Bands: Less than 5% at 1000 Hz and 60% maximum deviation
- 2.18.9 **FM Hum and Noise Attenuation:**
  - 2.18.9 (a) **High-Tier** -40 dB (12.5 KHz)
  - 2.18.9 (b) **Low Tier** -35 dB (12.5 KHz)

#### 2.19 Receiver Standards

The receiver shall meet or exceed the "minimum standards" as set forth in EIA/TIA Standard RS-204C. Where the requirements of the State's specification are more stringent than those of the EIA/TIA, the State's specifications shall apply. Definitions, standards, and methods of measurements shall conform to EIA/TIA Standard RS-204C, unless specifically described otherwise.

- 2.19.1 **Adjacent Channel Selectivity Desensitization**
  - 2.19.1 (a) High-Tier -70 dB or better (12.5 KHz)
  - 2.19.1 (b) Mid-Tier -65dB or better (12.5 KHz)
  - 2.19.1 (c) Low-Tier -60 dB or better (12.5 KHz)
- 2.19.2 **Spurious Response Attenuation:**
  - 2.19.2 (a) High-Tier -80 dB, or better (12.5 kHz)
  - 2.19.2 (b) Low-Tier -70 dB, or better (12.5 kHz)
- 2.19.3 **Intermodulation Spurious Attenuation:**
  - 2.19.3 (a) High-Tier -80 dB, or better (12.5 kHz)
  - 2.19.3 (b) Low-Tier -70 dB, or better (12.5 kHz)
- 2.19.4 **Audio Power Output:**
  - 2.19.4 (a) High-Tier 10 watts minimum, 3% maximum distortion
  - 2.19.4 (b) Low-Tier 7.5 watts minimum, 5% max. dist., external speaker

#### 2.20 Transceiver Unit Specifications:

- 2.20.1 **Power Requirements.** The unit shall draw less than 1.0 amp of current with the receiver and transmitter in a quiescent "ON" condition. The transmitter/receiver shall be a complete integral unit with all previously specified items, including AF or RF power amplifier built internally into the transceiver unit.
- 2.20.2 **Physical Construction**
  - The complete transmitter and receiver combination shall be mounted in a single housing.



## Request for Proposal

Solicitation No.  
ADSP019-00008376

Description:  
**Public Communications Equipment and Services**

Arizona Department of Administration

**State Procurement Office**

100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

- The housing shall be furnished in enamel or lacquer over a non-ferrous plating of A-N standard chrome type metal primer or equal.
- The housing shall be of steel or equivalent construction and not louvered, to inhibit the entrance of dust and other foreign matter. A locking device shall be used to prevent the unit from being removed from its mounting by unauthorized personnel.
- All interconnection cabling between the transmitter, receiver, and power supply shall be accomplished internally in the equipment housing. With exception of the power, control, and antenna cabling, there shall be no external connections or cabling on the equipment housing.
- All frequency determining elements in the transmitter and receiver shall have a locking or clamping device to ensure permanent connection during operation.
- The maximum transmitter/receiver dimensions shall not exceed 2.5" x H x 7.0" W x 13.0" L. All but the High-Tier Model must weigh less than 8.5 lbs. The complete mobile unit shall be capable of normal operation when mounted in any physical position.

2.20.3 **Interconnecting Cables.** All cables and wires shall be furnished to interconnect the radio set with its accessories and the vehicle's electrical system. Cables shall be insulated, waterproofed and equipped with appropriate connectors. All plug-in connectors shall be of the heavy-duty type and shall be provided with threaded coupling rings or other substantial fool proof locking devices to prevent accidental disconnect.

2.21 **Supplied Components:** The vendor shall supply all necessary components such as cased permanent magnet type loud speaker, combination transmitter/receiver, separate control head, a palm-type microphone, all ROMS, necessary control, power and cables, and all required mounting hardware as part of the Low-Tier transceiver package.

### 2.21.1 **Microphone and Control Head**

- A palm-type dynamic low impedance microphone with preamplifier and spring clip shall be supplied with each mobile unit. The microphone shall be ruggedly constructed to withstand the severe usage of mobile operations and shall have a push-to-talk switch mounted on the microphone housing. The microphone shall be provided with a nominal 4 ft. length self-retracting coil type cord. A separate matching control head (not part of the microphone) including all controls required for operation of the transmitter/receiver equipment shall be furnished as part of the equipment.
- The control head for a 2-piece control unit shall be capable of mounting on the vehicle dash or floorboard and a suitable inter-cabling kit shall be provided to interconnect the control head and the transmitter/receiver equipment. The control cable to be supplied shall be at least 20 feet in length and shall not have any intermediate junction boxes or barrier strips.
- The control head shall incorporate as a minimum:
  1. An ON and OFF switch.
  2. An indicator lamp to indicate that the radio is on.
  3. A squelch sensitivity control.
  4. Tone squelch disable switch, which may be located on the microphone hang-up brackets.



## Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

### Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

5. A volume control button or knob. (Clockwise Volume increase)
6. A red light that illuminates when the transmitter push-to-talk switch is activated.
7. Channel (Talk Group) selection control switch or knob.
8. Scan switch with channel priority select.
9. **(High-Tier/ Mid-Tier Requirement only)** A LCD alphanumeric readout display for channel information.
  - All indicator lights shall be LED or LCD, or some other proven long-life illumination device (30,000 hour average life or better for High-Tier, 10,000 hour average life or better for all other models). All background lighting shall be diffused and non-glaring, with intensity sufficient for high ambient daytime lighting.
  - The alphanumeric display control head shall be factory preprogrammed to the customer's channel labeling requirements. Radio frequency channeling shall also be preprogrammed at the factory.

#### 2.21.2 **Loud Speaker.**

A heavy-duty permanent magnet loud speaker rated for a minimum of 10 watts and mounted in a heavy metal or high impact plastic case with mounting brackets shall be provided.

#### 2.21.3 **Power Cable.**

One battery cable (hot) of at least 22 feet in length shall be supplied with each unit.

#### 2.22 **Optional Accessories:**

##### **The following accessories to the mobile unit are desired:**

- **(High-Tier, Mid-Tier,)** Digital voice encryption, including AES and DES.
- **(High-Tier, Mid-Tier, Low-Tier)** Digitally controlled remote control head with alpha/numeric readout.
- **(High-Tier, Mid-Tier, or Low-Tier)** Analog or digital voice encryption, DTMF tone generator from microphone.

#### 2.23 **Servicing:**

Transmitter/receiver equipment shall be readily removable from the mount for routine servicing. There shall be provisions for convenient metering of all essential transmitter and receiver circuits from multi-pin metering socket(s). All metering points shall be properly decoupled and connected to the metering socket(s). Provision for automated test set radio analysis is acceptable. All circuit modules shall be easily accessible plug-in printed circuit type fiberglass boards. Easy access shall be provided to all other portions of the unit.

#### 2.24 **MOBILE, DATA RADIO, VEHICULAR MOUNTED EQUIPMENT**

This specification describes the minimum requirements for a UHF or 700/800 MHz mobile digital data link radio. The radio shall operate on a 25 KHz bandwidth channel at various data speeds from 19.2 Kb/sec to 44.3 Kb/sec, or 9.6 Kb/sec to 22 Kb/sec on a 12.5 KHz channel, or greater, depending upon signal conditions and BER conditions. Diversity receiver technology is encouraged, but not mandatory. Specifications shall meet voice radio specification unless otherwise listed.

##### 2.24.1 **Transmitter Characteristics:**



# Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

## Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

2.24.1 (a) Operating Frequency. The transmitter shall be capable of operating on at least 16 separate conventional frequencies. The transmitter shall be factory supplied and aligned to the specific RF frequencies given in the purchase order.

**Carrier Power Output Rating: (all minimum intermittent power at 20% duty cycle)**

UHF: 10-40 Watts  
800 MHz: 10-35 Watts  
900 MHz: 10-25 Watts

**• System Modulation:**

UHF/800 MHz: Digital (8K6DF1D, 15K3F1D, 15K0F1D, 15K6F1D)

**• Conducted and Radiated Spurious Emission Attenuation:**

UHF/800 MHz: -75 dBc

**• Harmonic Emission Attenuation:**

UHF/800 MHz: -80 dB

**• FM Hum and Noise Attenuation:**

UHF/800 MHz: -40 dB below 60% max deviation

**2.25 Receiver Characteristics:**

**2.25.1 Operating Frequency**

The receivers shall be capable of receiving on a minimum of 16 channels at UHF 450 MHz, and at 800 MHz.

**2.25.2 Receiver Standards:**

**• EIA 12 dB SINAD Sensitivity:**

All Bands: 0.35 microvolts

**• Adjacent Channel Selectivity Desensitization:**

UHF/800/900 MHz: 65 dB (12.5 KHz narrowband digital)

UHF/800 MHz: 75 dB (wideband 25 KHz)

**• Spurious Response Attenuation:**

UHF: -80 dB

800/900 MHz: -80 dB

**• Intermodulation Spurious Attenuation:**

UHF/800 MHz: -75 dB

**• Frequency Stability:**

UHF/800/900 MHz: 1.5 ppm

**2.26 DESK-TOP ANALOG & DIGITAL BASE STATION RADIO EQUIPMENT:**

This specification describes low and mid power radios, for desktop or wall mount, for use either as a local base or as a control station for a repeater or trunked network.

2.26.1 This device has an integrated housing with the AC power supply and the radio.



## Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

### Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

- 2.26.2 An option for this class is a remote line interface.
- 2.26.3 Offerings shall meet the corresponding mobile radio applications.

#### 2.27 ANALOG & DIGITAL PERSONAL /PORTABLE RADIO EQUIPMENT

##### 2.27.1 Model Specifications

###### 2.27.1 (a) High-Tier

This specification describes various types VHF, UHF, and 700-800 MHz, narrow band, conventional and trunked personal/portable radio transceivers.

Specifications for battery charging units and jerk-and-run mobile radio converter consoles are also included.

###### 2.27.1 (b) Mid-Tier

This specification describes various types VHF, UHF, and 700/800 MHz analog, digital, conventional and trunked personal/portable radio transceivers.

###### 2.27.1 (c) Low-Tier

This specification describes various types VHF, UHF, and 800 MHz analog conventional and trunked personal/portable radio transceivers

#### 2.28 Transmitter Standards

Definitions, standards, and methods of measurement shall conform to EIA Standard RS-316B, unless otherwise noted.

##### 2.28.1 (a) Carrier Power Output

- High-Tier

VHF: 5 watts minimum

800 MHz: 3 watts minimum

- Low-Tier

2 watts minimum

##### 2.28.1 (b) Spurious and Harmonic Emission

- High-Tier -75 dBc
- Low-Tier -60 dBc

##### 2.28.1 (c) FM Hum and Noise

- High-Tier -40 dB or better (12.5 kHz)
- Low-Tier -35 dB or better (12.5 kHz)

##### 2.28.1 (d) Transmit Audio Distortion

- High-Tier Less than 3%
- Low-Tier Less than 5%

#### 2.29 Receiver Characteristics





**Request for Proposal**  
Solicitation No.  
**ADSP019-00008376**  
Description:  
**Public Communications Equipment and Services**

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

- 2.29.1 Adjacent Channel Selectivity
  - High-Tier -61 dB or better (12.5 kHz)
  - Low-Tier -50 dB or better (12.5 kHz)
- 2.29.2 Intermodulation
  - High-Tier -75 dB or better (12.5 kHz)
  - Low-Tier -60 dB or better (12.5 kHz)
- 2.29.3 Spurious and Image Rejection
  - High-Tier -75 dB or better (12.5 kHz)
  - Low-Tier -60 dB or better (12.5 kHz)
- 2.29.4 Audio Power Output
  - High-Tier 500 mw at less than 3% distortion
  - Low-Tier 500 mw at less than 5% distortion

**2.30 General Electric and Mechanical Characteristics:**

**2.30.1 Components Included:**

The vendor shall supply all necessary components, such as transceiver, battery, and flexible antenna.

The radio shall effectively have the following exterior controls: Power on/off, volume, channel selector, and push-to-talk switch. The radio shall be supplied with an integral microphone and loud-speaker. The push-to-talk switch shall be located on the side of the transceiver so it may be conveniently depressed while speaking into the microphone.

**2.30.2 Programming:**

- Each unit under this section except for the Low-Tier model shall be completely Field programmable. All channel information such as transmit and receive RF frequencies; CTCSS tone frequencies, and anything else which would be functionally tied to the channel selector of the radio, shall be fully field programmable and reprogrammable utilizing a single programming unit.
- Field Programmer - Each Vendor shall provide as an option, a field programming unit which is designed to fully program the channel personality of each radio under this section. The programmer may either be a self-contained programming unit, or the programmer may consist of an interface unit and software to convert a personal computer to a field programmer.

**2.31 Battery Cycle**

The rechargeable battery supplied with each radio shall have the capacity to provide at least 8 hours of service when used in a 5% transmit, 5% receive, 90% standby duty cycle.

**2.32 Battery Chargers**

- 2.32.1 **High-Tier:** Single and multiple (minimum 5 unit) battery chargers shall be available and priced separately on the price pages. The chargers shall recharge a completely discharged battery within 3 hours; thereafter a low (trickle) charge rate shall be available.



## Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

### Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

The chargers shall be UL approved and operate from a 120-volt A.C., 60 Hz power source. Protection shall be provided to prevent battery damage by over-charging or over-heating.

- 2.32.2 **Low-Tier:** A single unit battery charger shall be available and priced separately on the price pages. The charger shall recharge a completely discharged battery within 14 hours; thereafter a low (trickle) charge rate shall be available. The charger shall be UL approved and operate from a 120-volt A.C., 60 Hz power source. Protection shall be provided to prevent battery damage by over-charging or over-heating.

#### 2.33 **Mobile Radio Converter Console and Charger (High-Tier Model Only):**

- 2.33.1 **Availability:** There should be available, as an extra option, a mobile charger/converter console. The charger/converter console shall conform to the following criteria:
1. The vehicular chargers shall accept both VHF, UHF, 700/800 portables.
  2. Circuitry shall be incorporated in the charger which will prevent over charging the battery if it is left on charge indefinitely.
  3. The unit shall completely recharge either low or high capacity batteries in three hours or less.
  4. A temperature sensing logic circuit shall be provided that prevents charging a battery that is too hot or cold for reliable safe charging.
  5. When the portable is in the vehicular charger, the battery shall be electrically disconnected and the portable shall be powered from the vehicle battery. Operation of the portable in the charger shall not drain or prevent the portable battery from charging. It shall be possible to use the portable in the charger even if its battery is dead.
  6. Audio power amplifier and charger circuitry shall be turned on by insertion of the portable in the charger and turned off by removal of the portable from the charger.
  7. The charger/converter shall provide the vehicle enclosure for the radio and shall provide for the following items:
    - Connects the radio to the external antenna.
    - Connects the radio to the vehicle microphone.
    - Connects the radio to the vehicle audio amplifier and speaker.
    - Connects the radio to the charging circuit.
- 2.33.2 A key locking assembly shall be furnished to provide for locking the radio in the charger unit. The charger/converter mounting shall meet applicable federal safety standards for automotive accessories. A red LED "Transmit" indicator.
- 2.33.3 **Accessories -** Each charger/converter shall include the following accessories: •  
Microphone with coiled cord and connector.
- A 12 watt amplifier and speaker.
  - Mounting brackets and hardware to mount the charger and its accessories.
  - If a special calibrator is required to adjust the chargers, one shall be furnished.
  - Special 12 watt speaker volume control or pad. Each 12 watt speaker amplifier, or the vehicle charger, shall incorporate a variable pad or volume control to allow for



## Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

### Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

presetting the portable volume control to a normal listening level, and then when the portable is inserted into the vehicular charger, the volume level will be correct for vehicular use without further adjustment.

- 2.33.4 **Power Requirements:** The charger/converter shall be designed to operate from a normal 12 volt negative ground automotive electrical system. The reference voltage shall be established at 13.6 volts DC.
- 2.33.5 **Mechanical Adjustment:** The vehicular charger shall be mechanically adjusted by the factory before delivery and shall not require further adjustment by the buyer prior to being placed into service. All mechanical adjustments shall have locking devices to ensure their continued alignment during operation. Proper operation of the vehicular charger includes the unit's ability to lock in and release the portable radio in a smooth and easy manner without binding. All electrical functions of the unit shall be operational with the portable radio properly locked in. The pins contacting the portable radio shall be a heavy-duty type, capable of withstanding multitudinous insertions and removals of the radio from the charger.

#### 2.34 **ANALOG & DIGITAL MOTORCYCLE REAR-MOUNT RADIO:**

This specification describes low and mid power radios, for motorcycle use. Offerings shall meet the corresponding mobile radio applications.

##### 2.34.1 **Installation:**

The radio unit shall be designed for two-piece rear fender/handlebar control head mounting on Kawasaki, Honda, BMW, or Harley Davidson motorcycles, and shall meet Federal safety requirements.

##### 2.34.2 **Interconnecting Cables:**

- 2.34.2 (a) All cables and wires shall be furnished to connect the unit to its associated control head and to interconnect the mobile unit with its accessories and the vehicle electrical system. Cables shall be well insulated, waterproofed and equipped with appropriate connectors.
- 2.34.2 (b) Connectors shall have a screw fastener to mechanically secure the connectors.

##### 2.34.3 **Control Panel:**

The control panel shall be functional, attractive and include all facilities for operating the radio. Controls shall include on-off switch, volume control and squelch disable switch, a red light indicator for transmitter operating, a frequency selection switch for multifrequency requirements, an alpha/numeric channel indicator display, and a Priority Scan enable switch. The control panel shall be weather proof.

##### 2.34.4 **Microphone:**

- 2.34.4 (a) A military palm-type, noise-canceling microphone shall be supplied as part of the equipment. The microphone shall be a dynamic or magnetic type, and shall include a convenient push-to-talk button for transmitter control. Option helmet (head set) microphones are encouraged to be listed.
- 2.34.4 (b) The microphone cord shall be a retractable type, with conductors of tinned metallic stranded wire not smaller than AWG size 30. The microphone cord



## Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

### Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

shall be terminated with a separate screw-on male connector or telephone type modular connector, for mating with the receptacle supplied on the radio.

#### 2.34.5 **Optional Weatherproof Housing:**

- 2.34.5 (a) Housing shall provide a weatherproof seal to the elements and shall be capable of preventing unauthorized access to the radio by some type of key lock mechanism. Housing should also be capable of supporting an antenna mount.
- 2.34.5 (b) Weatherproof Housing shall be included as a purchase option of the radio.

#### 2.34.6 **Power Supply:**

- 2.34.6 (a) The power supply shall be designed to operate from a normal 12 volt negative ground motorcycle electrical system. The reference voltage shall be established at 13.6 VDC. DC input to the radio shall be adequately filtered to exclude all alternator noise.
- 2.34.6 (b) The power supply, and associated transmitter and receiver, shall be designed so that no degradation shall result (except for a 3 dB loss in transmitter power) in the receiver audio output, squelch sensitivity and SINAD sensitivity if the power supply voltage is varied +/-10% from 13.6 VDC.
- 2.34.6 (c) The power supply, transmitter, and receiver shall be adequately protected by replaceable type fuses or circuit breakers.

### 2.35 **FIXED LINK BASE RADIOS**

The following items are system specifications and shall be determined on a per channel basis, as appropriate, for two link transceivers and associated equipment.

#### 2.35.1 **Power Requirements**

Each low power transceiver shall operate from a negative ground +12.6 volt supply. The transmitter current drain shall be adjustable to less than 1.0 amps when transmitting (at reduced power). The complete transceiver shall operate in an idle condition with a current draw of:

- 2.35.1 (a) Category 1- Less than 150 ma.
- 2.35.1 (b) Category 2- Greater than 150 ma., but less than 800 ma

#### 2.35.2 **Environmental**

The transceivers shall operate and meet the specifications herein set forth over an ambient temperature range of 0 to +50 degrees Celsius, with a maximum humidity of 95% at altitudes from sea level to 10,000 feet. The equipment shall remain operational over an ambient temperature range of -20 to +55 degrees Celsius.

### 2.36 **Duplexer, BP & BP/BR**

The vendor shall list an optional duplexer. A duplexer, pre-tuned to the frequencies specified in the purchase order, shall be available with each link transceiver. It shall be included as a separate priced unit for each transceiver package. Both Pass and Band Pass / Band Reject duplexers should be offered.

- Insertion Loss shall be 1.5 dB maximum



## Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

### Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

- Connectors - Type N Female

2.36.1 **Option A** - UHF Option shall satisfy the following requirements

- Transmitter Noise Suppression an Receive Frequency / 75 dB
- Receiver isolation at Transmitter Frequency / 75 dB

2.36.2 **Option B** - 700-800 MHz Option shall satisfy the following requirements

- Transmitter Noise Suppression an Receive Frequency / 65 dB
- Receiver isolation at Transmitter Frequency / 65 dB

#### 2.37 Re-Radiation Loss

The vendor shall list an optional isolator with no more than 0.5 dB total insertion loss and shall be capable of dissipating at least 10 watt of reflected power. Re-radiation of intermodulation products shall be no greater than -50 dBm from the duplexer antenna port when a spurious signal within the duplexer's pass band arrives at that port at 0 dBm (EMR model numbers 7540/2 / 7640/2 or equal). It shall be included as part of each transceiver package as a separate unit.

#### 2.38 Common Circuitry

The transceiver shall be made with removable modular card construction and fit in a standard 19-inch rack mount. The transceiver shall have interfacing circuitry that provides a common point for external control (PTT, COR, power, and 600 Ohm audio connections) to the transmitter and receiver.

#### 2.39 Audio Requirements

The transceiver shall have a 600 ohm balanced 4-wire audio interface. Transmitter and Receiver audio levels shall be adjustable from 16 to +1 dBm. The overall frequency response of the link (end to end) shall exceed a 3002 grade line with type C2 conditioning and be capable of passing industry standard function tones.

#### 2.40 Physical Size/Form Factor

The physical size of the transceiver shall be such that it will fit in a 19-inch equipment rack (width) while not occupying more than 4 rack units (7 inches) vertically. The unit's depth shall not exceed 15 inches. The transceiver should be modular with individual modules plugging into the backplane via a card edge connector.

#### 2.41 Transmitter Characteristics

The transmitter shall meet or exceed the following minimum specifications:

##### 2.41.1 Carrier Power Output

- Category 1 / 6 watt minimum VHF, UHF, 3W minimum 700/800 MHz.
- Category 2 / 12 watt minimum VHF, UHF, 700/800 MHz

2.41.2 Spurious and Harmonic Emission Attenuation / 70 dB below carrier

2.41.3 Audio Frequency Total Harmonic Distortion / 5% maximum

2.41.4 Key-Up Time to Full Output / 40 milliseconds, maximum

#### 2.42 Receiver Characteristics

2.42.1 Spurious Response Rejection (Attenuation) / 90 dB Minimum



## Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

### Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

- 2.42.2 Intermodulation Spurious Rejection (Attenuation) / 75 dB Minimum
- 2.42.3 Adjacent Channel Selectivity / - 45dB (12.5KHz)
- 2.42.4 Audio Output / -16 dBm to +1 dBm (600 Ohms).
- 2.42.5 Buffered discriminator output
- 2.42.6 External Mute - The receiver shall have an external mute input which while actively prevent any audio signal from passing through the 600 Ohm receive output port.

#### **2.43 LOW POWER VEHICULAR REPEATERS EQUIPMENT**

This specification describes VHF, UHF, and 700/800 MHz in-vehicle mounted repeater, for attachment to the vehicle's mobile radio and used to extending the range of the user's portable radio.

#### **2.44 MULTI-BAND RADIOS**

This section describes radios capable of operating in multiple public safety radio bands. For the purposes of this contract the 700 MHz and 800 MHz bands are considered a single band. Specifically, these radios are capable of operating in any two or more of the VHF, UHF, or the 700/800 MHz bands. Otherwise specifications are controlled by the class and tier of the offered product.

#### **2.45 ANALOG & DIGITAL BASE/MOBILE RELAY STATION FIXED RADIO EQUIPMENT**

##### **Model Specifications**

##### **2.45.1 Basic Operations**

The following specification describes, VHF High-band, UHF, 700 MHz, and 800 MHz continuous duty, mobile relay/base station equipment using phase, frequency, or digital modulation. Must be FCC type accepted to meet the modulation mask described in FCC Part 90.210.d. Trunked stations must meet the APCO 16, P25, or Open Sky system requirements. All 700 MHz stations shall be capable of P25 operation. Stations shall be capable of the following three modes of operation:

- Mode 1 - The station operates as a mobile relay only
- Mode 2 - The station operates as a tone and/or E&M remote controlled base station and mobile relay
- Mode 3 - The station operates as a tone and/or E&M remote controlled simplex or duplex base station

Digitally trunked base/repeaters shall be of the same model line as the conventional radios.

##### **2.46 Electrical Specification:**

The equipment shall be designed to operate from a primary power source of 117 volts AC, 60 Hz. Adequate overload protection shall be provided. All power supplies shall use only high-quality, long-life, solid-state components as active devices. The equipment shall also be capable of operating from an external DC power source.

##### **2.47 Transmitter Characteristics:**

- 2.47.1 The transmitter shall use solid-state components throughout. The use of vacuum tubes in any stage is not acceptable.
- 2.47.2 Each station offered shall be capable of normal, continuous duty operation.



## Request for Proposal

Solicitation No.  
ADSP019-00008376

Description:  
**Public Communications Equipment and Services**

Arizona Department of Administration

**State Procurement Office**

100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

2.47.3 The transmitter shall be supplied for single frequency operation at any frequency within the VHF, UHF, 700 MHz (745-805 MHz) or 806-869 MHz bands. An alternate option for two or more frequency stations shall also be an option. The transmitter shall be factory aligned to the frequency specified in the purchase order.

2.47.4 Transmitter Standards:

- Carrier Power Output Rating:  
High-Tier 40-100 watts, continuous duty.
- Conducted and Radiated Spurious Emissions:  
High-Tier / -85 dB (12.5 kHz)  
Mid-Tier / -70 dB (12.5 kHz)
- Audio Frequency Harmonic Distortion:  
High-Tier / All Bands: 2% Max.  
Mid-Tier / 3% maximum
- FM Hum and Noise Level: High-Tier / -45 dB (12.5 kHz)  
Mid-Tier / -34 dB (12.5 kHz)

2.47.5 **Reradiated Loss:**

Re-radiation of intermodulation products shall be at least -50 dBm VHF (-30dBm) all other bands) from the transmitter antenna port or at the external isolator output port (if provided) when a spurious signal arrives at the port at 0 dBm. Any isolators used to accomplish this, shall be capable of dissipating at least 50 watts of

### 2.48 Receiver Characteristics:

The receiver shall be completely solid-state, utilizing only high-quality, long-life, solid-state components as active devices. The receiver shall be rated for continuous operation.

2.48.1 **Receiver General Characteristics:**

- Adjacent Channel Selectivity: High-Tier / -75 dB at 12.5 KHz  
Mid-Tier / -60 dB at 12.5 KHz
- Spurious Response Attenuation: High-Tier / -95 dB at 12.5 KHz  
Mid-Tier / -70 dB at 12.5 KHz
- Intermodulation Spurious Attenuation:  
High-Tier / -80 dB at 12.5 KHz  
Mid-Tier / -70 dB at 12.5 KHz

2.48.2 **Carrier Operated Relay:**

A carrier operated relay (COR) shall be provided. Upon receipt of an on-frequency RF carrier signal and the required squelch activating sub-audible tone, this relay shall provide closure of a pair of normally open dry relay contacts.

2.48.3 **Mobile Relay Operation:**



## Request for Proposal

Solicitation No.  
ADSP019-00008376

Description:  
**Public Communications Equipment and Services**

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

The receiver repeat audio shall be connected to the transmitter modulator input through a gain control to permit independent adjustment of transmitter modulation level. The repeat level shall be independent of line input/output levels. A carrier control timer shall be provided. This will limit the duration of any continuous mobile relay transmission to a pre-selected interval of from 30 seconds to 5 minutes.

### 2.49 Station Control and Operation:

#### 2.49.1 Station Audio Control:

The station shall be designed to accept two-line, 4-wire audio; 0 dB in/0 dB out.

#### 2.49.2 Tone Control Scheme:

The base station shall be controlled by in-band tones for the remote controlled transmit function and the repeater enable/disable function.

##### 2.49.2 (a) Transmit Tone Control:

- Transmit tone control shall be by tone intervals of the following sequence:
  - A = Guard Tone (2175 Hz) for 125 msec. nominal
  - B = Transmit Tone (1950 Hz; 10 dB down from (A) for 40 msec. nominal
  - C = Low Level Guard Tone (2175 Hz for the duration of the message; 30 dB down from A)
- The "B" function tone shall activate the transmit function of a single frequency base station with the "C" tone continuing throughout the message.
- The station decoders shall not respond (false) to voice peaks up to test tone levels or noise up to -10 dBm.
- The tone decoder overload (talk-down level for voice peaks shall be greater than the test tone level; the overload level for noise shall be such that overload does not occur with levels as high as 10 dB below test tone.

##### 2.49.2 (b) Tone Squelch Disable:

The receiver sub-audible tone squelch unit shall be disabled by the short tone sequence indicated below:

A= Guard Tone (2175 Hz) for 125 msec. nominal

B= CTCSS Disable Tone (2050 Hz); 10 dB down from (A) for 40 msec. nominal

#### 2.49.3 Repeater Enable/Disable Function:

The mobile function of the station shall be enabled and disabled by the tone sequence indicated below:

A= Guard Tone (2175 Hz) for 125 msec. is nominal

B= Function Tones (10 dB down from A, 1550 Hz for enable, 1440 Hz for disable) for 40 msec. nominal





## Request for Proposal

Solicitation No.  
ADSP019-00008376

Description:  
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402

Phoenix, AZ 85007

### 2.49.4 E&M / DC Control

The station shall provide a contact point, which when grounded, will key the station and allow the transmission of line audio. When the station is keyed by grounding the contact point, the remote control function shall have priority over the repeater function. Also, tone remote keying shall have priority over DC contact keying.

### 2.49.5 Microphone and Speaker

A palm-type microphone with push-to-talk switch and hang-up bracket shall be supplied with each unit for local control. A permanent magnet loud speaker with volume control shall also be supplied. The volume to the monitoring speaker shall be independent of the transmitter repeat and line output levels. The local PTT and microphone audio functions shall override repeater or line PTT and audio.

## 2.50 Optional Duplexer:

For the UHF & 800 MHz stations only, an optional duplexer, pre-tuned to the frequencies specified in the purchase order, shall be considered separately. It shall be capable of being mounted horizontally in a standard 19" rack. Models determined to meet the requirements of this section include the EMR 65534/ENC, SBC-2 for UHF, and the Celwave PD898 for 800 MHz, or approved equivalents. Because of random Tx/Rx frequency splits, VHF duplexing equipment is not a requirement of this RFP.

2.50.1 Frequency Separation: UHF MHz: 5 MHz minimum  
700 MHz: 30 MHz minimum  
800 MHz: 45 MHz minimum

2.50.2 Maximum Power Input: (Continuous duty) / 100 Watts

2.50.3 Insertion Loss:

UHF: at 5.0MHz Separation: 1.0dB Max.

700 MHz: at 30 MHz Separation: 1.0 dB Max.

800 MHz: at 45 MHz Separation: 1.0 dB Max.

2.50.4 Transmitter Noise Suppression at Receive Frequency:

UHF: : 75 dB minimum

700/800 MHz: 65 dB minimum

2.50.5 Receiver Isolation at Transmit Frequency:

UHF: : 75 dB minimum

700/800 MHz: 65 dB minimum

2.50.6 Maximum VSWR: 1.5:1 or less; both bands

2.50.7 Connectors: Type N Female or 7/16 DIN

## 2.51 General Electrical and Mechanical Characteristics:

2.51.1 Basic Components:



## Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

### Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

- The radio equipment shall be installed in a standard, indoor cabinet enclosure, or an optional heavy-duty, aluminum, 19-inch, open relay rack of a nominal 90-inch height, meeting EIA Standard RS310C (Harris -Dracon 46055-005 or approved equivalent). All station chassis shall be mounted near the middle of the rack. The maximum height of the mobile relay/base station equipment shall be 37 inches.
- All RF input/output connectors on major station assemblies shall be Type N, BNC, or TNC, or some other approved locking RF connector.

#### 2.51.2 Special Tools:

One complete set of any specialized hand tools shall be provided with each base/mobile relay station ordered. Tools shall include all necessary tuning tools, cables, card and/or module extenders, etc., to locate defective parts, trace equipment malfunctions, and perform routine maintenance.

#### 2.51.3 Service Meters:

Panel mounted meters with associated selector switches or similar means may be optional with all units to measure all transmitter and receiver circuits essential to tuning and servicing. Such meters or fixtures shall be separately priced. If a computer interface is required for routine maintenance, the software shall be provided.

#### 2.51.4 Wiring:

Wiring shall be color coded or marked in an acceptable manner for ease of maintenance. All inter-chassis wiring shall be clamped, laced or tied to prevent undue mechanical strain on connectors and terminals. When subjected to an open flame, hot soldering iron, or short circuit, the wire used in this equipment shall not support combustion for more than five seconds after the heat source is removed.

### 2.52 COMMUNICATION SERVICE MONITORS

These specifications describe a Communications Service Monitors for use in the maintenance of public safety land mobile radio communications system. These systems will be primarily conventional narrowband FM, conventional P25, trunked P25 or Astro 25 systems.

#### 2.52.1 Physical Construction:

The complete monitor, including any and all modules, shall be contained in the mainframe. All switches, controls, inputs and outputs normally used during operation should be accessible from the front of the instrument. The mainframe cabinet shall be provided with a cover to protect the controls and oscilloscope from damage. The monitor shall operate over a temperature range of 0 to 40 degrees Celsius and weigh less than 35 pounds, including all plug-in modules and batteries.

#### 2.52.2 Electrical Specifications:

The monitor shall be all solid-state. The monitor shall be capable of accepting operating power from one of two sources. No internal modifications or adjustments shall be required by the operator to change from one power source to another.

2.52.2 (a) A.C. Power / 120 VAC, 60 Hz; the unit shall be supplied with a 6-foot grounding power cord.

2.52.2 (b) D.C. Power / 12 VDC to 15 VDC; the unit shall be supplied with the required connector to supply D.C. power to the monitor for specific classifications.

#### 2.52.3 Service Monitor Operating Sections:



## Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

### Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

The following functions shall be provided by the monitor, as defined by instrument class:

- R.F. Signal Generator
- R.F. Receiver
- Duplex R.F. Signal Generator
- General Purpose Oscilloscope
- R.F. Spectrum Analyzer
- Tracking Generator
- High Stability Oscillator (0.01 ppm - 0.1 ppm)
- Frequency Counter
- Power Meter
- Audio Generator
- Distortion Meter
- General Purpose Oscilloscope

2.52.4 Signal Generator - Signal output(s) shall be provided to allow servicing and alignment of FM communications receivers.

2.52.5 Frequency Generation - Continuous from 1 MHz to 1000 MHz .

2.52.6 Output Level - 0.1 microvolt to 20 millivolts

2.52.7 Output Level Accuracy:  $\pm 2$ Db

2.52.8 Time Base Aging and Stability: 1.0 PPM/year after the first month

2.52.9 Frequency Step Resolution: 10 Hz or better

2.52.10 Modulation: AM & FM

2.52.11 Audio Generator: 1 KHz fixed, & variable frequency tone

#### **2.53 Receiver Monitor/Display:**

The receiver/monitor shall display demodulated signals on the LCD display/meter and allow audible monitoring via a self-contained speaker.

2.53.1 Frequency Range & Accuracy: Same as for Signal Generator

2.53.2 Input Sensitivity: 2 microvolt maximum for 10 dB SINAD

2.53.3 Input Impedance: 50 ohm, nominal

2.53.4 Deviation Measurement Range:  $\pm 2.0$  KHz to  $\pm 10$  KHz peak for full scale display

2.53.5 Deviation Measurement Accuracy:  $\pm 5\%$

2.53.6 Demodulated Output Distortion:  $< 10\%$

2.53.7 Frequency Meter Error Resolution: 1 Hz/10 sec. gate time

#### **2.54 Oscilloscope**

The receiver LCD display should be made available for use as a general purpose oscilloscope to 50 KHz or 500 KHz, depending upon classification/model.



## Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

### Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

#### 2.55 Spectrum Analyzer

- 2.55.1 Frequency Range: 400 KHz to 1000 MHz
- 2.55.2 Dynamic Range: -90 dBm to -30 dBm
- 2.55.3 Display Range: >70 dB calibrated in dBm
- 2.55.4 Horizontal Display Calibration: Shall have selectable per-division sweep calibration.
- 2.55.5 Calibration: A reference signal should be available from the instrument to be used for level calibration.

#### 2.56 Duplex RF Signal Generator

- 2.56.1 Offset Frequency Range: +/- 10 KHz to +/- 45 MHz
- 2.56.2 Output Level: >100 microvolt

#### 2.57 Accessories

The monitor shall be provided with a whip antenna designed to make off-the-air measurements, an output cable assembly, and a service manual.

#### 2.58 Operational Considerations

It is the intent of these specifications to buy a dependable communications service monitor to service government-owned communications equipment. The monitor must be ruggedly constructed to withstand severe vibration and shock encountered during travel to remote transmitter sites.

The instrument will be used daily and must be a reliable standard under the specified extremes of temperature and other conditions experienced during routine service procedures. The monitor shall be portable and completely self-contained. The service monitor shall be so constructed and labeled for easy use. Protection should be provided to minimize damage to the instrument by an inadvertent keying of a transmitter into the generator output(s). The generator's output(s) shall withstand a minimum of 100 watts for up to 30 seconds.

#### 2.59 Configurations

Three configurations of monitors shall be proposed separately, depending upon option level and vendor product line. These shall include the following:

- 2.59.1 Maximum Feature Test Set with Extended Range Duplex Signal Generator (no offset limit within 1-1000 MHz range), Spectrum Analyzer with full span (1-1000 MHz) sweep, Tracking Generator, High Stability Oscillator, & Computer control interface. Must list options required to meet specifications. It requires P25 digital trunking, Smartnet trunking capability. Options may include extended RF range, automatic test and tuning software, additional digital modes including LTE, BER testing (List all trunking modes and other additional options as offered by vendor.)
- 2.59.2 Full Feature Portable Service Monitor with Duplex Signal Generator (1000 MHz), Spectrum Analyzer (1000 MHz), Tracking Generator (1000 MHz), and High Stability Oscillator (0.5 ppm), with internal Battery Power (List trunking and other additional options as offered by vendor). Units determined to meet the intent of this specification include the Freedom 8000 series and Aeroflex 8800 series.

#### 2.60 GENERAL SPECIFICATIONS:

- 2.60.1 Non-Proprietary Specifications



## Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

### Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

- 2.60.1 (a) These specifications describe electronic radio equipment to be used in various Arizona State, VHF High-band, UHF 450 MHz and 700- 800 MHz (Conventional and Trunked) radio communications systems. This document will describe separately, the requirements for fifteen (15) different classes of electronic equipment.
- 2.60.1 (b) Only the VHF (150-174 MHz) model in all radio lines will be evaluated on technical specifications. If a VHF conventional product qualifies for an award in a product line, then the vendor may add their conventional UHF Band, and qualification of a conventional 800 MHz product will allow a 700 MHz product in the same radio line to be added to the contract, providing the discount percentage is the same as for the VHF or 800 MHz model.
- 2.60.1 (c) The specifications do not include any proprietary items, components, circuits, or devices which would preclude any communications equipment manufacturer from producing equipment to meet these specifications. All technical tolerances, ratings, power outputs, or any technically specified criteria contained within these specifications are considered to be within the current state of the art and are currently being met by commercially available electronic equipment. The fact that a manufacturer chooses not to produce equipment to meet these specifications is not sufficient cause to adjudge these specifications as restrictive.

#### 2.61 CONTRACTOR SUPPORT (Installation and Maintenance):

##### 2.61.1 Instruction Books, User Guide and Product Literature

The contractor will make available the following equipment documentation to purchasers in any quantity specified by the purchaser over and above the quantity required to be included with the unit price. Manuals will accompany the equipment at time of delivery or may be delivered prior to equipment delivery.

- OPERATORS MANUAL One (1) operators manual will be furnished with each equipment unit. This manual will provide an operational description of the equipment and all other pertinent operational details. This manual must include illustrations or photographs displaying the location and details of the various devices and controls. This manual will be a volume separate from all other manuals.
- INSTALLATION MANUAL the installation manual will consist of printed and illustrated sections that describe the mechanical, electrical and electronic details of assembly sufficient to assure proper operation at completion. This manual may be a section of the service manual. Installation manuals **will be included** with each lot of purchase for example: a) one (1) manual for each base/repeater unit b) one (1) manual for each of the mobile or portable radio units, up to a maximum of ten (10) manuals for each lot of mobile or portable radios. The purchaser will specify additional manuals required with each purchase.
- SERVICE MANUAL The service manual must contain circuit descriptions in verbal and illustrative form which are concise and all inclusive. Sections of the manual will include theory of operation to the component level, parts lists, troubleshooting flow diagrams and charts, instructions for alignment programming, adjustment and/or setup, schematics with normal operating voltages, plus wiring, interface, interconnection and printed circuit layout and assembly diagrams. Also included will be a list of maintenance and test equipment required for equipment maintenance prescribing make, model, description, manufacturer and alternatives. Service



## Request for Proposal

Solicitation No.  
ADSP019-00008376

Description:  
**Public Communications Equipment and Services**

Arizona Department of Administration

**State Procurement Office**

100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

manuals will be included with each lot of purchase in the same manner as described above for the installation manual. The purchaser will specify additional manuals required with each purchase.

### 2.61.2 Warrantee (additional requirements):

It Contractors shall warrantee all equipment for one (1) year following the equipment's Acceptance.

### 2.61.3 Parts Support:

All equipment covered by these specifications and any resultant contracts will have a minimum service life of seven (7) years from date of delivery to the purchaser and the contractor will guarantee replacement parts stocking by the contractor and/or authorized distributor for this service life period.

## 2.62 WORKMANSHIP

All the various types of equipment supplied under this Contract shall be of the latest, most improved model, past the development state and in factory production. Such equipment shall have a satisfactory production performance record as evidenced by product literature supplied by the Contractor and as determined by the State. Equipment without performance data will be subject to a technical evaluation for acceptability. If requested, Contractor shall supply a sample unit to the State within ten (10) days of the request. The sample unit will be returned within sixty (60) days. Components used in the equipment shall be only those specified in Contractor's equipment literature. Contractor shall provide a name and telephone number list of users/agencies that have purchased and installed the proposed equipment for the State's use during the evaluation process.

## 2.63 PROGRAMMING

Each model of radio shall have a Radio Programming Device available if one is required to program the radio. This software shall be for the highest level and revision of software available, including all maintenance software. The vendor shall agree that purchase of a single software package constitutes a "user" license per-site and may make necessary copies for internal use as required at a site. The vendor shall also offer at a reasonable additional cost, a "system" license for use at up to 10 agency service shops.

## 3.0 Digital Microwave Terminals

- 3.1.1 Offer(s) shall be the manufacturer or distributors of the products requested and specified;
- 3.1.2 Standards and specifications from the following shall be used unless otherwise specified;
- 3.1.3 Federal Communications Commission (FCC) Title 47 Parts 2, 15, and 101 as applicable;
- 3.1.4 Bellcore Technical References;
- 3.1.5 International Telecommunications Union – Telecommunications Standardization Sector (ITU-T), formerly know as CCITT;
- 3.1.6 International Telecommunications Union Radio Communication Sector (ITU-R), formerly known as CCIR;
- 3.1.7 Institute of Electrical and Electronic Engineers (IEEE);
- 3.1.8 MIL-HDBK-217, Reliability Prediction of Electronic Equipment;
- 3.1.9 Underwriters laboratory (UL);



## Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

### Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

- 3.1.10 American National Standards Institute (ANSI);
- 3.1.11 Electronic Industries Association (EIA);
- 3.1.12 Telecommunications Industries Association (TIA);
- 3.1.13 In case of conflicting requirements of standards, they apply in the sequence in which they are listed above. The complete apparatus shall also comply with the applicable codes, laws, and regulations of all governmental agencies having jurisdiction.

### 3.2 General Requirements

- 3.2.1 Equipment to be furnished complete:
  - 3.2.1 (a) When requested a fully functional assembly with standard industry interfaces for the signal payload, power connections, alarm I/O connections and any required data or service channel interfaces. All other accessories would be priced separately in the vendors catalogs at a discount off listed price and in as much as these materials may be provided by the purchaser or already exist.
  - 3.2.1 (b) Equipment supplied under this contract shall be new and provided with the latest hardware and software revisions currently being shipped. The Contractor shall notify the Purchaser when any hardware or software revision is incompatible with previously shipped equipment. The Contractor shall identify the incompatibility and shall provide a method to resolve the incompatibility.
  - 3.2.1 (c) Equipment supplied under this contract shall be standard production, identified by model numbers as listed in supplier's catalogs and price pages. All equipment supplied under this contract shall be in full production status. Equipment still in testing phases shall not be accepted.
- 3.2.2 Instruction Manuals - A complete, comprehensive set of instructions, block diagrams, and operating manuals shall be furnished for each piece of equipment supplied. Manuals shall be provided in the form of printed copy and available on CD Rom at no cost. The intent is for documentation at a level sufficient for maintenance to the lowest replaceable unit. Each instruction manuals shall contain the following as a minimum:
  - 3.2.2 (a) Complete block diagrams including information outlining method of operation, supply voltages, etc. for all equipment.
  - 3.2.2 (b) Circuit diagrams showing internal interconnect wiring of all equipment.
  - 3.2.2 (c) Complete instructions covering operation, theory of operation, and maintenance of all equipment and accessories.
  - 3.2.2 (d) Servicing manuals, instructions, and procedures shall be of sufficient detail in order to perform detailed maintenance down to the sub-assembly level.
  - 3.2.2 (e) Diagrams showing inter-equipment wiring and cabling including terminal block connections.
  - 3.2.2 (f) Normal point-to-point operating voltages, current, and power levels for test and adjustment purposes.
  - 3.2.2 (g) Detailed installation instructions.
  - 3.2.2 (h) Detailed list of all replacement spare parts.
  - 3.2.2 (i) Block and level diagrams.

### 3.3 As-Built Drawings



## Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

### Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

Two sets of as-built drawings for the whole system plus one set for each site shall be supplied to the Purchaser indicating the location of the equipment, exterior equipment wiring, cabling, block and level diagrams, and any other details that are either different or omitted from the instruction books supplied. If only equipment has been ordered and not a complete system, the as-built drawings shall show the equipment interconnection details and specific frequencies for each piece of equipment.

#### 3.4 Contractor's Guarantee

Contractor guarantees that the equipment furnished under the contract meets all of the requirements contained within this specification. Product shall meet or exceeds the manufacturers published performance specifications, as well as all equipment furnished shall fully meet all applicable Federal Communications Commission (FCC) rules and Electronic Industries Association (EIA) specifications.

#### 3.5 Warranty Service and Maintenance Contracts

Contractor shall repair or replace without charge to the Purchaser, any equipment or part that which fails in operation during normal use within 24 months from the date of receipt of the equipment. This shall not apply to failures caused by acts of God or extraordinary circumstances beyond the control of the Contractor.

3.5.1 Contractor shall support the following:

- 3.5.1 (a) maintenance
- 3.5.1 (b) servicing
- 3.5.1 (c) removal and replacement of defective parts
- 3.5.1 (d) adjustments and measurements

3.5.2 In order to maintain the equipment supplied under this contract to the manufacturer's specifications and requirements of the FCC for a period of 2 years from the date of the receipt of the equipment. This shall be at no additional cost for those services requested for malfunctions reported during a normal working day. A normal working day is considered to be Monday through Friday, 0800 to 1700 hours, holidays excepted.

3.5.3 Contractor shall have a technician (at a fee) that has been trained and is competent to maintain the supplied equipment on 24-hour call at all times. Phone numbers and addresses shall be provided of the people to contact in an emergency. If the Purchaser elects to maintain the equipment themselves, the Contractor shall provide 24- hour call-in technical support 7 days a week. Contractor shall provide at time and expense price list for onsite maintenance services which may be purchased on an as needed basis.

3.5.4 When a malfunction is reported and service is requested, the Contractor's technician shall be able to provide technical support within 60 minutes after the Contractor or their representative was notified by the Purchaser.

3.5.5 Contractor shall provide the names of the persons who shall be the primary contact point for service, complaints, and general inquiries. Their names, addresses, and telephone numbers shall be submitted in Section 3 Personnel section.

3.5.6 Contractor shall quote when requested, charges for malfunctions reported, service requested, and maintenance performed as follows:

- 3.5.6 (a) After 1700 and before 2400 hours, Monday through Friday.
- 3.5.6 (b) After 2400 and before 0800 hours, Monday through Friday.
- 3.5.6 (c) Saturday, Sunday, and holidays.

3.5.7 Equipment or part replaced under the provisions of this warranty becomes the property of the Contractor. If the Contractor desires the defective equipment or part returned all





## Request for Proposal

Solicitation No.  
ADSP019-00008376

Description:  
**Public Communications Equipment and Services**

Arizona Department of Administration

**State Procurement Office**

100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

transportation charges shall be the responsibility of the Contractor. If the Contractor does not specifically request return of such replaced parts within the 30 days from date of replacement, the equipment or parts become property of the Purchaser. Contractor shall provide repair and return service for two years at no charge.

3.5.8 Replacement parts shall be regularly stocked by the Contractor and/or authorized distributor. Delay in the Purchaser's receipt of replacement parts shall not exceed ten calendar days from Contractor's or distributor's receipt of order.

3.5.9 Contractor shall guarantee deliver of emergency orders within 48 hours from receipt of order. Emergency orders shall be transported by the most expedient manner available with the transportation cost borne by the Purchaser less normal shipping cost.

### **3.6 Failure to Meet Requirements of Specifications**

3.6.1 Should any of the inspections, tests, or operation of the equipment under service conditions show that the system or equipment does not meet the requirements of the specifications, the Purchaser shall reject the equipment and direct the Contractor to immediately furnish such new equipment or parts thereof, as may be necessary to bring it up to the requirements of the specifications.

3.6.2 Material and equipment furnished shall be subject to approval by the Purchaser(s), including engineers selected to review the products with regard to design, operation, performance and requirements of this specification. The acceptance of equipment or parts thereof shall in no way relieve the vendor of responsibility for furnishing equipment that meets this specification in all detail.

### **3.7 Detailed Specifications of Equipment**

3.7.1 Contractor shall submit a complete description of the operation of the quoted equipment when requested. The description shall include detailed specifications, photographs, panel layouts with labeled controls, model numbers, and, in general, show all phases of the quoted equipment. These specifications must be complete and cover in detail all requirements set forth herein. Any deviation from these specifications shall be fully explained. No quote shall be considered that does not fulfill these requirements.

3.7.2 Differences may exist in physical arrangements and mechanical construction of standard products of various manufacturers. However, the requirements as stated in this section describe a state-of-the-art microwave radio system concept as related to the operation, expansion, maintenance, and requirements. Equipment offered that does not meet these requirements must have a detailed statement of where deviations exist. A description describing exactly how the equipment differs and the reasons the equipment is equivalent to the requirements of the specification.

### **3.8 Maintenance and Test Equipment List**

3.8.1 Contractor shall if provide when requested, a list of recommended spare parts and test equipment deemed necessary to maintain the equipment.

### **3.9 Material and Workmanship**

3.9.1 Material and workmanship shall conform as specified to the latest standardizing bodies as the IEEE, EIA, NEMA, NEC, FCC, etc. Applicable EIA standards shall be fully met, including all panel and equipment mounting rails, except as required by special circumstances. All material shall be free from defects, corrosion, and scratches.

### **3.10 Test Procedures**

3.10.1 Test procedures shall be conducted as outlined in the EIA standards and IEEE specifications.

### **3.11 Identification**



## Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

### Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

3.11.1 Operational controls and adjustments, plug-in-cards, sockets, and terminal strips shall have suitable nameplates or stamps for the identification of function or purpose. All cables, plugs, and sockets shall be marked to provide correct mating.

#### 3.12 Servicing

3.12.1 Units shall be readily available for routine servicing. If module or card extenders are required for servicing, then one of each required type shall be furnished.

#### 3.13 Factory Testing

3.13.1 Each unit and assembly shall undergo extensive testing prior to shipment from the factory. These tests shall encompass all aspects and functions of the equipment from the component to the unit entirety. Each delivered unit shall be accompanied by a printed record of the dynamic functional test results for that particular unit.

3.13.2 Equipment purchased shall be system tested at the factory prior to shipment to insure proper operation, alignment, and compatibility.

3.13.3 Contractor shall allow the Purchaser to witness the factory testing. The Contractor shall notify the Purchaser a minimum of 30 days prior to factory testing to allow the Purchaser to make travel arrangements. The Purchaser has the right to decline. Equipment purchased under this contract shall have a minimum service life of 10 years from the date of delivery to the Purchaser. Contractor shall maintain replacement parts for this service period. Should parts or equipment purchased becomes nonfunctional within the 10-year service life period; the Contractor shall find approved replacement equipment or new equipment to the Purchaser for the same price as the original equipment.

#### 3.14 Training

3.14.1 Contractor shall provide training to the Purchaser's personnel in the operation of all of the equipment supplied under this contract. The training shall be supplied at the Contractor's training facility and shall be provided at no cost based on the amount equipment purchased as follows:

3.14.1 (a) 1 to 2 hops of equipment Purchaser pays full cost of training class.

3.14.1 (b) 3 to 5 hops of equipment Contractor provides one seat of training at no cost.

3.14.1 (c) 5 to 7 hops of equipment Contractor provides two seats of training at no cost.

3.14.1 (d) 8 and above Contractor provides three seats of training at no cost plus one additional seat at no cost for every two hops above 11 hops.

3.14.2 In all cases, the Purchaser shall be responsible for travel, lodging, and per diem costs for the people they send to training.

3.14.3 Contractor shall provide technical training in the operation of all of the user equipment supplied. This training shall include:

3.14.3 (a) Training in the operation of the equipment and basic troubleshooting techniques. This may include basic board replacement repair where appropriate.

3.14.3 (b) The Contractor shall provide factory training in the repair and maintenance of the equipment as applicable. This training shall be at the technician level and shall detail the maintenance, operation, level setting, and repair of any electronic equipment being provided.

3.14.4 Contractor shall set forth the cost for optional additional hours of training and for any optional or additional factory or field classes available.



## Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

### Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

- 3.14.5 Contractor shall coordinate any training schedule with the Purchaser 45 days prior to starting any training. The Contractor shall provide a training compendium at that time for Purchaser approval.

#### 3.15 System Options

- 3.15.1 Options listed below shall be provided if requested by the State. The prices for these options are to be quoted in single unit quantities. The Purchaser may order any of the following features without any requirement to order any other option. All optional equipment shall meet the requirements of this specification as applicable.
- 3.15.2 Frequency coordination services as required to comply with FCC rules and licensing instructions. This shall include services required by the FCC at the time the frequency coordination is requested. Provide the cost on a "per-hop" basis.
- 3.15.3 Field Engineering Work: Provide a quotation for optional field engineering services for the microwave paths. These services shall include but are not limited to:
- 3.15.3 (a) Path engineering, including coordinating with the frequency coordinator to determine the correct frequency band considering interference as well as the physical characteristics of the path.
  - 3.15.3 (b) Physical inspection of the sites and verification of the microwave paths.
  - 3.15.3 (c) Providing written documentation showing photographs of the sites, site drawings, and equipment installation locations.
  - 3.15.3 (d) Provide the cost on a per-hour basis.
- 3.15.4 Installation Services: A quotation for optional field installation services for the microwave equipment, antennas, waveguide, and ancillary equipment. Provide this price on an hourly basis.
- 3.15.5 No DS1 Multiplex: A deduct option shall be provided to remove the DS1 multiplex for all microwave radio equipment with channel capacities of 28 DS1s and above.
- 3.15.6 Encryption: Provide a quotation for available encryption options for the microwave equipment.

#### 3.16 Non-Frequency Specific Requirements

- 3.16.1 Equipment is required to comply with these requirements unless specified elsewhere. These specifications apply to three (3) classes of microwave systems: TDM (DS1s/DS3s), Hybrid (supporting both TDM and Packet on their native modes), and Packet only radios.
- 3.16.2 Component Ratings: Each and every component part of the equipment shall be operated within the manufacturer's continuous commercial-duty rating under any combination of operating conditions specified. Relays and switches shall be hermetically sealed and rated for a minimum of 2 million operations.
- 3.16.3 Overload Protection: Adequate fuses, circuit breakers, or other electronic devices shall be included to protect the equipment from internal and external faults. In the event these fusing devices are employed in circuits exhibiting false operation and yet protect the equipment from a sustained overload.

#### 3.17 Printed Circuit Connections

- 3.17.1 Panel-end cable connections are necessary to extend and interconnect the circuits to other module panels, wire cables may be used, but they shall be made with stranded wire and of sufficient gage and secured so as to equal the quality and reliability achieved from the printed circuit inter-module connections within a panel. Solid-wire cables shall not be used where cables shall be flexed.
- 3.17.2 Electrostatic Protection: The Contractor shall provide electrostatic protection device, one per unit.



## Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

### Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

- 3.17.3 Electromagnetic Susceptibility and Spurious Radiation
- 3.17.4 As a minimum, the equipment shall meet or exceed the spurious radiated signal requirements of FCC Rules, Title 47, Part 15, Subpart J for Class B computing devices.
- 3.17.5 Microwave equipment supplied under this specification and contract shall be capable of operating normally when located in a rack adjacent to Part 90 LMR base stations, and not less than 3 meters from high-power TV and FM broadcast transmitters.
- 3.17.6 Equipment when all covers are installed shall operate normally if a portable radio transmitter operating at 5 watts or less in the 136 to 174 MHz band, 4 watts or less in the 450 to 470 MHz band, and 3 watts or less in the 746 to 806 / 806 to 869 MHz band, is keyed not less than 2 meters from the closest point on the equipment.
- 3.17.7 Should equipment fail to operate properly under the conditions described above in this section, the Contractor shall be responsible for making any repairs or modifications to the equipment supplied at the Contractor's expense. The Purchaser shall be responsible for making sure any non-Contractor-supplied equipment is operating within specification.

#### 3.18 Mechanical Requirements

- 3.18.1 Indoor mounted equipment shall be supplied in EIA standard, 7-foot or 7 1/2-foot, 19-inch or 23-inch racks. These racks shall be equipped with standard 1-3/4" rack spacing and drilled and tapped for standard 12-24 NF screws. The rack shall be included in the equipment pricing.
- 3.18.2 RF units and other equipment designed to be mounted outdoors shall be capable of optionally installing the equipment indoors in a standard EIA equipment rack.
- 3.18.3 Equipment shall be supplied that shall allow for two complete RF and multiplex equipment assemblies to be mounted in the same rack space to allow for a complete hot-standby repeater or hot-standby terminal to be installed in a single rack space.
- 3.18.4 Outdoor mounted equipment shall be provided in weatherproof housing including a sun shield as an option available to reduce the amount of heating due to solar isolation.
- 3.18.5 Equipment shall not be susceptible to bit errors, false alarms, or other abnormal operation when subjected to shock and vibration normally anticipated to be received during normal maintenance actions such as pulling and removing circuit cards, replacing covers, or connecting test equipment either in the immediate rack or an adjacent rack.
- 3.18.6 Parts requiring service or maintenance must be accessible during normal operation. If covers, shields, or assemblies have to be removed for service, special tools other than a screwdriver and pliers shall not be required. The fasteners holding items that are removed during service must be a captive type, designed for frequent use. All chassis shall be designed to be physically and electrically detached conveniently from the rack for replacement or bench service. All inter-chassis and interrack cabling or wiring shall have connectors designed for rapid connection and disconnection. All cable connectors shall have cable clamps.
- 3.18.7 Wiring and cabling shall be supported such that the weight of the cable or pressure from bending is not transferred to the connector pins, wire-wrap point, or solder connection.
- 3.18.8 Any piece of equipment or contact area on the equipment that is capable of inflicting an electrical shock or causing mechanical damage to a person working on the equipment shall have protective covers and shall have appropriate warning labels.
- 3.18.9 No liquid cooling systems shall be allowed as part of this equipment.

#### 3.19 Environmental

- 3.19.1 Indoor mounted equipment shall operate as specified under the following room ambient environmental conditions:
  - 3.19.1 (a) Operating Temperature -10 degrees C to +50 degrees C



## Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

### Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

- 3.19.1 (b) Relative Humidity 5% to 95%, non-condensing at all operating temperatures
- 3.19.1 (c) Operating Altitude 4,000 meters
- 3.19.2 Outdoor mounted equipment shall operate as specified under the following outside ambient environmental conditions:
  - 3.19.2 (a) Operating Temperature -30 degrees C to +55 degrees C
  - 3.19.2 (b) Relative Humidity 5% to 95%, non-condensing at all operating temperatures
  - 3.19.2 (c) Operating Altitude 4,000 meters
- 3.20 Multiplex Equipment**
  - 3.20.1 Terminal and repeater equipment shall be supplied with multiplex equipment to convert the signaling speeds and formats internal to the microwave equipment to industry standard interfaces. These interfaces may include DS0/DS1/DS3, OC3/SONET, Ethernet, and MPLS. Support of these interfaces may be by both internal and/or external hardware.
  - 3.20.2 Multiplex equipment shall be provided for the maximum capacity of the radio equipment being provided.
  - 3.20.3 Multiplex equipment shall mount in the same rack as the microwave radio equipment.
  - 3.20.4 Multiplex equipment shall report equipment and transmission alarms and shall provide an interface into the microwave radio alarm system so a single alarm interface is presented to the technician or person using the alarm system.
  - 3.20.5 Multiplexers shall be capable of performing looping back, as appropriate, on any DS-1, DS-3, or OC-3 signal levels.
  - 3.20.6 T1 digital channel banks should be offered with standard audio and data interfaces. Options that enhance the users flexibility are encouraged.
- 3.21 Alarm and Control**
  - 3.21.1 Alarms shall be available for display and metering locally as well as from any other terminal or repeater connected in the system to the same alarm and control system.
  - 3.21.2 System including multiplex shall provide alarm and control capabilities via Simple Network Management Protocol (SNMP). Any applicable private vendor MIB shall be provided to Purchaser upon request without cost to the Purchaser.
  - 3.21.3 Microwave equipment shall be equipped with front panel system status or a small handheld unit with displays and controls. A computer interface port should be provided for access to more detailed information or advanced features. However, all historical alarm events shall be available to the operator through a laptop port.
- 3.22 DC Power Requirements**
  - 3.22.1 Equipment supplied under this contract shall operate as specified with either a positive or negative ground over a voltage range from 21 to 28 VDC and 42 to 56 VDC with a 200 mV (RMS) ripple.
  - 3.22.2 Radio assembly shall contribute no more that 30 mV RMS ripple to the DC bus, assuming a 400 amp-hour (AH) battery with the system bus rating of 100 A.
  - 3.22.3 Radio rack assembly shall be equipped with a DC distribution facility including power bus, ground bus, and fuse or circuit breaker panel. This DC distribution facility shall provide main DC power for all the equipment installed in the rack. The DC distribution facility shall be equipped with an alarm system to provide an alarm contact whenever a fuse or circuit breaker has opened.
  - 3.22.4 Systems shall provide "fail-safe" operation when the input voltages are outside the required operating range above. This means the radios shall not be subjected to damage or random operation. When the voltage returns to the normal operating limits, the



## Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

### Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

equipment shall restore normal operation without operator or technician intervention or requiring power to be removed to "reset" the equipment.

- 3.22.5 Radio equipment configured two or more to a rack shall be individually fused. A power supply failure in one radio assembly shall not affect any other path or hop. This includes the repair or replacement of the failed unit.

#### 3.23 Service Channel and Orderwire

- 3.23.1 Radio terminal or repeater assembly shall be equipped with a minimum of two service channels capable of the following:
- 3.23.1 (a) One two-wire audio channel with a 600 ohm input.
  - 3.23.1 (b) A data channel that interfaces at the RS-232 level
- 3.23.2 Service channels shall not decrease the traffic capacity of the system.
- 3.23.3 Service channels shall automatically be switched when installed in a radio network using a protected configuration (e.g., loop protection, hot-standby).

#### 3.24 Redundancy and Protection

- 3.24.1 Microwave equipment shall be designed for reliable operation through the use of redundant power supplies and other common equipment.
- 3.24.2 Alarm condition shall be generated any time any equipment, with the exception of diversity receive, is operating in a protection mode.
- 3.24.3 Switching times, including maximum manual switching time, for all equipment shall be stated. Maximum bit errors incurred and transmitter failure confirmation time shall also be included.
- 3.24.4 Equipment shall provide both manual and automatic error free switching, receive only (and does not apply to 18 and 23GHz).
- 3.24.5 Complete or partial failure of the protection control or switching shall not render the microwave link inoperable. Any failure of the protection control or switching equipment shall generate a major alarm.
- 3.24.6 Equipment shall be designed so that protection circuits and units not in service can be tested and repaired without affecting the online system operation.
- 3.24.7 Amplitude of the digital output signal shall not change more than 2 dB as a result of a transmitter protection switching action.
- 3.24.8 If both receivers in a hot-standby configuration indicated a received signal level of less than the threshold, the protection circuits shall cause a reverse channel signal to be transmitted to command the standby transmitter to switch on at the far end. This requirement only applies to 6GHz, and 11GHz systems.

#### 3.25 Space Diversity

- 3.25.1 Equipment supplied with space diversity receive capability shall provide errorless switching between the transition from one receiver to the other.

#### 3.26 Adaptive Equalization

- 3.26.1 Adaptive equalization shall be included in all radio receivers. The dispersive fade margin shall be greater than or equal to:
- 3.26.1 (a) 60 dB for radios operating at DS-3 rates and below
  - 3.26.1 (b) 46 dB for radios operating at 2 DS-3 rates and above
  - 3.26.1 (c) 39 dB for radios operating at OC3-3 rates and above
  - 3.26.1 (d) 50 dB for radios operating 18GHz
  - 3.26.1 (e) 40 dB for radios operating 23GHz



## Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

### Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

3.26.2 If Co-Channel Cross-Polarization Interference Correction (XPIC) Equalization is offered, the Contractor should so indicate.

#### **3.27 General Radio Digital Performance**

This section describes the general performance requirements for bit error rates. Reframe time and frame-lost seconds (FLS). A frame-lost second (FLS) is defined as a 1 second interval during which an out-of-frame condition exists or when the BER is  $1 \times 10^{-3}$  or less. No FLS seconds shall be recorded in any consecutive 7-day test period when there are no radio fading effects. The recovery time of the radio from out-of-frame and out-of-synchronization conditions to reframed and resynchronized conditions shall nominally be 0.25 second or less. No more than 5 percent of the recovery times shall exceed 0.5 second. The maximum recovery time shall be 2 seconds or less. The reframe time (search time plus time to establish frame alignment) shall not exceed 7 ms for the level 2 (DS-2 with additional overhead bits) to the DS-1 stage of multiplexing.

#### **3.28 DS-1 Digital Performance and Interface**

3.28.1 DS-1 low-speed interface shall be as per Bellcore TR-NWT-000499 and ANSI T1.102 as applicable.

3.28.2 Basic specification shall be as follows:

3.28.2 (a) Data Rate: 1.544M bps  $\pm$  32 ppm

3.28.2 (b) Line Impedance: 100 ohms,  $\pm$  5 percent, balanced

3.28.2 (c) Line Code: User-selectable bipolar AMI or B8ZS

3.28.2 (d) Jitter Accommodation: per TR-NWT-000499 and TR-NWT-00499

3.28.3 Residual bit error rate shall not be greater than 1 in  $10^{12}$ .

3.28.4 Loss of synchronization of any DS-1 signal shall cause an Alarm Indication Signal (AIS) of all ones to be transmitted. This AIS signal shall be repeated throughout the system as applicable.

#### **3.29 DS-3 Digital Performance and Interface**

3.29.1 DS-3 high-speed interfaces shall be per Bellcore TR-NWT-000499 and ANSI T1.102.

3.29.2 Basic interface specification is as follows:

3.29.2 (a) Data Rate: 44.736M bps,  $\pm$  20 ppm

3.29.2 (b) Line code: B3ZS

3.29.2 (c) Line Impedance: 75 ohms, unbalanced

3.29.2 (d) Jitter Accommodation: per TR-TSY-000499 and TR-NWT-00499.

#### **3.30 OC-3 Digital Performance and Interface**

3.30.1 OC-3 interface shall comply with ANSI T1.106/88, T1.105a/90, and T1.105/90 specifications.

#### **3.31 General Transmitter Specifications**

3.31.1 Frequency tolerance shall meet or exceed FCC Part 101.107. Frequency stability is expected to be  $\pm 0.0025$  percent or greater over the full operating range of the equipment.

3.31.2 Failure of a redundant amplifier in hot-standby configurations shall not reduce the power output from the radio.

3.31.3 Replacement of a failed redundant (standby) amplifier shall not cause a system outage.

3.31.4 Transmitter shall be equipped with ability to monitor output power and frequency on an in-service basis.

#### **3.32 Regulatory Compliance**

3.32.1 Radio equipment supplied under this contract shall meet the requirement of the current Sub-Sections of Volume 47 of the Federal Code of Regulations.



# Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

## Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

### 3.33 Outdoor Mounted RF Unit

- 3.33.1 Outdoor mounted RF unit when supplied shall comply with the requirements of this section.
- 3.33.2 Operating temperature range shall be -30 degrees C to +55 degrees C.
- 3.33.3 Unit shall be weatherproof.
- 3.33.4 Outdoor RF unit shall connect to the indoor IF and control unit using a 50-ohm coaxial cable. The coaxial cable shall transport signals and DC power to the RF unit.
- 3.33.5 It shall be possible to install the remote unit with up to 1,000 feet of cable between it and the indoor control unit.
- 3.33.6 Outdoor unit shall have a rack-mounting option so the outdoor unit may be collocated with the indoor unit.

### 3.34 RF Performance Characteristics for Radio Equipment Operating in the 900 MHz Microwave Radio Band

#### 3.35 For the Band of 928 to 960 MHz with bandwidths of 100 and 200 KHz

- 3.35.1 Contractor shall provide other bandwidths as options. These shall be fully compliant with the current FCC Part 101 technical requirements.

#### 3.36 Frequency Tolerance

- 3.36.1 Frequency tolerance shall meet or exceed FCC Part 101.107. Frequency stability is expected to be 2.5 ppm or greater over the full operating range of the equipment.

#### 3.37 Feed Connection

- 3.37.1 Type "N" connectors are the expected feedline terminations.

#### 3.38 RF Power Levels

- 3.38.1 Power levels shall be user adjustable up to a +29 dBm output.

#### 3.39 Receiver Thresholds

- 3.39.1 Receivers shall have the following guaranteed receive thresholds as a maximum level to obtain a BER 1x10E-6 Guaranteed capacity at minimum Received Signal Level (RSL) in dBm as listed below.

3.39.1 (a)	Bandwidth	Received Signal Level (RSL) in dBm
3.39.1 (b)	100 KHz	-94 96
3.39.1 (c)	200 KHz	-90 91

- 3.39.2 Contractors may provide other bandwidths as options. These shall be fully compliant with the current FCC Part 101 technical requirements.

### 3.40 RF Performance Characteristics for Radio Equipment Operating in the 5.9-7.1 GHz Microwave Radio Band.

#### 3.41 6 GHz Frequency Range and Bandwidth

- 3.41.1 Equipment supplied for this band shall comply with the following requirements, with payload capacities in compliance with FCC Part 101.141:
- 3.41.2 Desired capacities are from 8xDS1 to 3DS3/OC3 (and equivalent Ethernet data rates) and bandwidths from 3.75 to 30 MHz.
- 3.41.3 Contractor may provide other bandwidths as options. These shall be fully compliant with the current FCC Part 101 technical requirements.

#### 3.42 Feedline Connection

- 3.42.1 Antenna connection shall be a CPR-137G. If an adapter is required to convert from the standard flange on the radio unit, it shall be supplied and included in the unit price.





# Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

## Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

- 3.42.2 System shall operate with an antenna system with a peak return loss of 18 dB or greater.
- 3.42.3 Feedline connection point shall be at the top of the radio, clear of any obstructions. In cases where the radios are mounted two or more to a rack, the feedline connection may exit perpendicular to the back of the radio. However, in those cases, the Contractor shall supply a rigid waveguide right-angle section to allow the connection to be made vertically.
- 3.42.4 Antenna coupling unit shall have an option to accommodate the interconnection of additional analog or digital microwave radios to a common waveguide antenna feeder system.
- 3.42.5 Systems with ODU mounted outdoors at the antenna port, there shall be options to connect to antenna directly or remotely.

### 3.43 RF Power Levels

- 3.43.1 Equipment shall have a minimum output High power level of +26dBm and Low Power level of less than or equal to +21dBm
- 3.43.2 Power levels shall be measured at the top of the waveguide flange and shall include all branching losses. Hot-standby configurations may have power levels reduced from the levels listed above to account for switching losses.
- 3.43.3 Automatic transmitter power control (ATPC) shall be available as an option. It shall be capable of being disabled in the field by operator programming.

### 3.44 Receiver Thresholds

- 3.44.1 Receivers shall have the following guaranteed receive thresholds as a maximum level to obtain a BER 1x10E-6 in a nonprotected configuration. Guaranteed capacity at minimum Received Signal Level (RSL) in dBm as listed below.
 

3.44.1 (a)	8- DS-1/ 3.75 MHz	-77	77	83	83
3.44.1 (b)	16 - DS-1/ 5 MHz	-75	77	76	78
3.44.1 (c)	28 - DS-1/ 10 MHz	-74	77	74	77 78
3.44.1 (d)	84 - DS-1/ 30 MHz	-70	73	70	71 75
- 3.44.2 Received threshold levels shall be measured at the top of the flange and shall include all branching losses.

### 3.45 RF Performance Characteristics for Radio Equipment Operating in the 10-11 GHz Microwave Radio Band.

#### 3.46 10-11 GHz Frequency Range and Bandwidth

- 3.46.1 Equipment supplied for this band shall comply with the following requirements, with payload capacities in compliance with FCC Part 101.141:
- 3.46.2 Desired capacities are from 8xDS1 to 3DS3/OC3 (and equivalent Ethernet data rates) and bandwidths from 3.75 to 30 MHz.
- 3.46.3 Contractor may provide other bandwidths as options. These shall be fully compliant with the current FCC Part 101 technical requirements.

#### 3.47 Feedline Connection

- 3.47.1 Antenna connection shall be a CPR-90G. If an adapter is required to convert from the standard flange on the radio unit, it shall be supplied and included in the unit price.
- 3.47.2 System shall operate with an antenna system with a peak return loss of 23 dB or greater.
- 3.47.3 A single feedline connection point shall be provided for all radio configurations except space diversity. Space diversity configurations shall have two feedline connection points— one for one receiver and any transmitters and the other for the diversity receiver.
- 3.47.4 Feedline connection point shall be at the top of the radio, clear of any obstructions. In cases where the radios are mounted two or more to a rack, the feedline connection may



# Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

## Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

exit perpendicular to the back of the radio. However, in those cases, the Contractor shall supply a rigid waveguide right-angle section to allow the connection to be made vertically.

3.47.5 Antenna coupling unit shall have an option to accommodate the interconnection of additional analog or digital microwave radios to a common waveguide antenna feeder system.

### 3.48 RF Power Levels

3.48.1 Equipment shall have a minimum output High power level of +27dBm and Low Power level of less than or equal to +20dBm.

3.48.2 Automatic transmitter power control (ATPC) shall be available as an option. It shall be capable of being disabled in the field by operator programming.

### 3.49 Receiver Thresholds

3.49.1 Receivers shall have the following guaranteed receive thresholds as a maximum level to obtain a BER 1x10E-6 in a nonprotected configuration. Guaranteed capacity at minimum Received Signal Level (RSL) in dBm as listed below.

	<u>Capacity</u>	<u>Received Signal Level (RSL) in dBm</u>			
3.49.1 (a)	8 - DS-1 / 3.75 MHz	-76	76		82
3.49.1 (b)	16 - DS-1 / 5 MHz	-75	76		76
3.49.1 (c)	28 - DS-1 / 10 MHz	-73	76	73	76 77
3.49.1 (d)	84 - DS-1 / 30 MHz	-68	72	69	71 73

3.49.2 Received threshold levels shall be measured at the top of the flange and shall include all branching losses.

### 3.50 RF Performance Characteristics for Radio Equipment Operating in the 18 GHz Microwave Radio Band

#### 3.51 Frequency Range and Bandwidth

3.51.1 Equipment supplied for this band shall comply with the following requirements, with payload capacities in compliance with FCC Part 101.141:

3.51.2 Desired capacities are from 16xDS1 to 3DS3/OC3 (and equivalent Ethernet data rates) and bandwidths from 5 to 30 MHz.

3.51.3 Contractor may provide other bandwidths as options. These shall be fully compliant with the current FCC Part 101 technical requirements.

#### 3.52 Feedline Connection

3.52.1 Antenna connection shall be a UG-595/U. If an adapter is required to convert from the standard flange on the radio unit, it shall be supplied and included in the unit price.

3.52.2 System shall operate with an antenna system with a peak return loss of 15 dB or greater.

3.52.3 A single feedline connection point shall be provided for all radio configurations except space diversity. Space diversity configurations shall have two feedline connection points—one for one receiver and any transmitters and the other for the diversity receiver. In lieu of this arrangement, two antennas and two RF units may be used with one RF unit operating at a time. If space diversity is not commonly deployed, nor useful at these frequencies, fully describe in your answer.

3.52.4 Feedline connection point shall be clear of any obstructions.

3.52.5 RF unit and antenna is to be mounted outdoors, then options shall be provided to integrate them.

#### 3.53 RF Power Levels



# Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

## Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

- 3.53.1 Equipment shall have a minimum output power level of +16dBm for 16 QAM and 20dBm for QPSK. Bidders may provide additional power level options.
- 3.53.2 Power levels shall be measured at the top of the waveguide flange and shall include all branching losses. Hot-standby configurations may have power levels reduced from the levels listed above to account for switching losses.

### 3.54 Receiver Thresholds

- 3.54.1 **Receivers shall have the following guaranteed receive thresholds as a maximum level to obtain a BER 1x10E-6 in a non-protected configuration.**
- 3.54.2 **Guaranteed capacity at minimum Received Signal Level (RSL) in dBm as listed below.**

<u>Capacity</u>	<u>Received Signal Level (RSL) in dBm</u>
3.54.2 (a) Power16 - DS-1 / 5 MHz	-77
3.54.2 (b) 28 - DS-1 / 10 MHz	-80
3.54.2 (c) 84 - DS-1 / 30 MHz	-67 73

- 3.54.3 Received threshold levels shall be measured at the top of the flange and shall include all branching losses.

### 3.55 **RF Performance Characteristics for Radio Equipment Operating in the 23 GHz Microwave Radio Band**

#### 3.56 Frequency Range and Bandwidth

- 3.56.1 Equipment supplied for this band shall comply with the following requirements, with payload capacities in compliance with FCC Part 101.141:
- 3.56.2 Desired capacities are from 16xDS1 to 3DS3/OC3 (and equivalent Ethernet data rates) and bandwidths from 5 to 50 MHz.
- 3.56.3 Contractor may provide other bandwidths as options. These shall be fully compliant with the current FCC Part 101 technical requirements.

#### 3.57 Feedline Connection

- 3.57.1 Antenna connection shall be a UG-595/U. If an adapter is required to convert from the standard flange on the radio unit, it shall be supplied and included in the unit price.
- 3.57.2 System shall operate with an antenna system with a peak return loss of 15 dB or greater.
- 3.57.3 Single feedline connection point shall be provided for all radio configurations except space diversity. Space diversity configurations shall have two feedline connection points—one for one receiver and any transmitters and the other for the diversity receiver. (In lieu of this arrangement, two antennas and two RF units may be used with one RF unit operating at a time. If space diversity is not commonly deployed, nor useful at these frequencies, fully describe in your quote.)
- 3.57.4 Feedline connection point shall be clear of any obstructions.
- 3.57.5 RF unit and antenna is to be mounted outdoors, then options shall be provided to integrate them.

#### 3.58 Receivers Thresholds

- 3.58.1 Receivers shall have the following guaranteed receive thresholds as a maximum level to obtain a BER 1x10E-6 in a nonprotected configuration.
- 3.58.2 Guaranteed capacity at minimum Received Signal Level (RSL) in dBm as listed below.

<u>Capacity</u>	<u>Received Signal Level (RSL) in dBm</u>
-----------------	---



# Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

## Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

- 3.58.2 (a) 16 - DS-1 -78
- 3.58.2 (b) 28 - DS-1 -78
- 3.58.2 (c) 84 - DS-1 -68 73
- 3.58.3 Received threshold levels shall be measured at the top of the flange and shall include all branching losses.

## 4.0 LMR Base Station Antennas, Microwave Antennas

### 4.1 Offer(s) and Product Qualifications

- 4.1.1 Offer(s) shall be the manufacturer or distributors of the products requested and specified;
- 4.1.2 This solicitation describes Base Station Antennas for use in public safety land mobile systems. Antennas should provide selection of operating frequency, bandwidth, gain, antenna style, and construction format. The public safety frequency bands specifically requested for this section include: VHF (150 to 160 MHz), UHF (450 to 474 MHz), 700 (758 to 806 MHz), and 800 (806 to 869MHz). Additional bands and broader bandwidths, than those listed, is desirable but not specifically required; and
- 4.1.3 Antennas need to be designed for durability and reliability. Designed for the heat, cold, ice and wind conditions. Arizona's record high temperature was 122 degrees and had a record low of -40 degrees. Mountain top wind speeds can be in excess of 100 MPH. While not typical, wind speeds in excess of 140 MPH have been reported. VSWR shall be 1.5:1 or better at the rated frequency/bandwidth, nominal impedance of 50 ohms. Low PIM performance may be a consideration for some agencies.

### 4.2 Type(s) of LMR Antennas

- 4.2.1 The following antennas shall operate in the bands listed above.
  - 4.2.1 (a) Fiberglass collinear antennas;
  - 4.2.1 (b) Exposed dipole antennas - User adjustable patterns shall be a consideration for some users;
  - 4.2.1 (c) Directional antennas; yagi, log periodic, and corner reflector antennas;
  - 4.2.1 (d) Flat panel antennas; and
  - 4.2.1 (e) Ground plane, discone, and other unity gain antennas.

### 4.3 Microwave Antennas (Dishes)

- 4.3.1 Microwave Antenna (Dishes) shall be the latest state of the art Microwave Antennas and Associated Equipment of use in specified frequency bands to meet the needs of the Eligible Agencies.
- 4.3.2 All equipment selected as suitable for purchase shall be given classification within the frequency band groups as follows:
  - Frequency Band**
  - 4.3.2 (a) 5.925-7.125 GHz
  - 4.3.2 (b) 10.70-11.70 GHz
  - 4.3.2 (c) 17.70-19.70 GHz
  - 4.3.2 (d) 21.8-23.60 GHz
- 4.3.3 Federal Communications Commission (FCC) Rules and Regulations and amendments; E.I.A. Standards and amendments, RS222. (Latest Version)
- 4.3.4 All material and workmanship shall be of the type and grade most suitable for the application. All material shall be new and free from defects.



## Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

### Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

- 4.3.5 Unless specifically excepted by the terms of these specifications, any part or accessories ordinarily furnished or required to make the equipment, herein specified, a complete operating unit shall be furnished by the Vendor.
- 4.3.6 The contractor shall make available equipment documentation to The State's as specified herein. This documentation shall accompany the equipment at the time of delivery. Documentation costs for State's specified manuals shall be included as separate bid items. A copy of radiation patterns shall be provided at no cost if requested.

#### 4.4 Service, Installation and Operations Manuals

- 4.4.1 Installation and or operation manuals shall be furnished with each order; each manual shall contain the following:
- 4.4.1 (a) Detailed drawings or clear photographs showing location of parts and hardware associated with antenna or connector assembly or mounting.
  - 4.4.1 (b) Complete diagrams including information outlining method of operation, supply voltages, currents, and power requirements for each model of dehydrators.

#### 4.5 Equipment Service Life

- 4.5.1 All equipment covered by these specifications and any resultant contracts shall have a minimum service life of ten (10) years from date of delivery to the State. The contractor shall guarantee replacement parts stocking for this service life period.
- 4.5.2 Each shall guarantee repair or replacement of any equipment or part thereof that fails in operation during normal and proper use within two (2) years from the date of State's receipt due to defects in design, material or workmanship, consummation of final acceptance and payment notwithstanding. These replacements shall be provided with no charge to the State.
- 4.5.3 Any equipment or part replaced under the provisions of this warranty becomes the property of the. If the vendor desires the defective equipment or part returned, The contractor shall pay all transportation charges and make all arrangements for the return. If the does not specifically request return of such replaced parts within thirty (30) days from the date of replacement, the equipment for parts become property of the State.
- 4.5.4 Replacement parts shall be regularly stocked by the manufacturer and/or authorized distributor. Delay in State's receipt of replacement parts shall not exceed thirty (30) consecutive days from manufacturer or distributor's receipt of order.
- 4.5.5 Emergency orders shall be transported by the most expedient manner available as agreed upon with the transportation cost born by the State less normal shipping cost.

#### 4.6 General Equipment Characteristics

- 4.6.1 **Environmental** - All antennas shall survive wind velocities of one hundred (100) miles per hour with one (1) inch of radial ice and no more than 0.1 degree of deflection in seventy (70) mile per hour wind.
- 4.6.2 **Environmental** - All antennas shall remain operational within the temperature range of (-40 to 135 degree F)
- 4.6.3 **Environmental** - All antennas and associated hardware shall be non-corrosive, non-rust material. This can be accomplished by supplying Hot Dipped Galvanized or Stainless Steel hardware. Plated steel shall not be accepted. Aluminum antennas shall be painted with corrosion resistant paint.
- 4.6.4 **Environmental** - Field assembly of all antennas shall only be between antenna parabola, feed, antenna mount and fixed and/or slide assemblies. Antenna mount assembly is permitted.



# Request for Proposal

Solicitation No.  
**ADSP019-00008376**  
 Description:

## Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
 100 N 15th Ave., Suite 402  
 Phoenix, AZ 85007

- 4.6.5 **Environmental** - Parabolic solid antennas shall be equipped to include mounting hardware for a 4.5" vertical O.D. mounting pipe. Parabolic grid antennas shall be equipped to include mounting hardware for either a 1.9" – 3.5" or a 4.5" vertical O.D.(Outside Diameter) mounting pipe.
- 4.6.6 **Environmental** - Parabolic solid antennas shall have a reflector surface tolerance designed so that antenna feeds could be interchanged between 6GHz and 11 GHz without loss to antenna gain. Antenna feeds should also be interchangeable in the 18GHz and 23GHz dishes.
- 4.6.7 **Operational** - Material and workmanship shall be of the type and grade most suitable for the application and shall conform as a minimum unless otherwise specified to the latest applicable standards, specifications, recommended practices and procedures of such standardizing bodies as the I.E.E.(Institute of Electrical and Electronics Engineers), N.E.M.A.(National Electrical Manufacturers Association), F.C.C.(Federal Communications Commission).

### 4.7 Microwave Antennas

- 4.7.1 The specifications listed herein are minimum requirements. These dish examples are for evaluation of the offered product lines. Frequencies listed represent the basic band of operation, which may consist of operational sub-bands. \*A range variance of up to a maximum of -1 DB has been identified as acceptable. # VSWR is for standard bandwidths, a wide-bandwidth dish in the same product time with lesser VSWR performance is expected and acceptable.

Standard Performance, 5.925-7.125 GHz Band, Single Polarization , CPR 137G Input Flange								
Diameter in Feet	Gain-DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
6	38.4	38.7	39.1	A	1.9	30	55	1.3
8	40.1	41.2	40.3	A	1.5	30	55	1.3
10	42.8	43.2	43.5	A	1.2	30	61	1.3

High Performance, 5.925-7.125 GHz Band, Single Polarization, CPR137G Input								
Diameter in Feet	Gain-DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
6	38.4	39.	39.3	A	1.9	30	62	1.08
8	41.2	41.6	42	A	1.5	30	66	1.08
10	43	43.4	43.7	A	1.2	30	69	1.08

Ultra High Performance, 5.925-7.125 GHz, Super High Cross Polarization, CPR137G Input								
Diameter in Feet	Gain-DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
6	38.3	38.7	39	A	1.9	40	69	1.08
8	40.9	41.3	41.7	A	1.5	40	71	1.08
10	43	43.2	43.5	A	1.2	40	74	1.08



# Request for Proposal

Solicitation No.  
**ADSP019-00008376**  
 Description:

## Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
 100 N 15th Ave., Suite 402  
 Phoenix, AZ 85007

Standard Performance, 10.5-11.7 GHz, Single Polarization , CPR 90G Input Flange								
Diameter in Feet	Gain-DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
4	40.1	40.5	40.9	A	1.7	30	46	1.08
6	43.2	43.3	43.4	A	1.2	30	60	1.08
8	45.8	46.0	46.2	A	0.9	30	62	1.08

High Performance, 10.5-11.7 GHz Single Polarization, CPR90G – PBR 100 Input								
Diameter in Feet	Gain-DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
4	39.7	39.8	39.9	A	1.7	30	61	1.08
6	43.5	43.6	43.7	A	1.1	30	68	1.08
8	45.7	45.9	46	A	0.8	30	68	1.08

Ultra High Performance, 10.5-11.7 GHz, Super High Cross Polarization, CPR90G – PBR 100 Input								
Diameter in Feet	Gain-DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
4	39.7	39.8	39.9	A	1.7	40	64	1.10
6	43.2	43.3	43.4	A	1.1	40	72	1.08
8	45.6	45.8	45.9	A	0.8	40	75	1.08

Ultra High Performance, 17.7-19.7 GHz, Super High Cross Polarization, UG595/U – PBR220 Input								
Diameter in Feet	Gain-DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
2	38	38.4	38.8	A	1.9	36	64	1.2
4	44	44.4	44.8	A	1.0	36	67	1.2
6	47.5	48	48.4	A	0.7	36	72	1.2

Parabolic Antenna, 21.2-23.6 GHz, Single Polarization, UG-595/U – PBR220 Input Flange								
Diameter in Feet	Gain-DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
2	39.7	40.2	40.7	A	1.7	30	65	1.4
3	43.1	43.6	44.1	A	1.1	30	71	1.4
4	49.0	46	46.6	A	.8	30	72	1.4



## Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

### Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

#### 4.8 Radomes

- 4.8.1 High Performance Antennas shall have flexible planar Radomes supplied with antenna.
- 4.8.2 All Standard Antennas shall have molded fiberglass Radomes, parabolic or conical in shape available.

#### 4.9 Dehydrators

- 4.9.1 Dry air pressurization equipment for waveguide transmission lines. Low-pressure systems to pressurize waveguides with dry air. Systems should provide alarm monitoring of a low pressure condition and excessive run time. Systems shall be rack or wall mounted. Power options shall be AC or DC power. Accessories shall include Distribution Manifolds and tubing.

1.	½", 7/8", 1-¼"	Diameter Foam Dielectric Coaxial Cable
2.	7/8"	Diameter Air Dielectric Coaxial Cable
3.	1 5/8"	Diameter Foam Dielectric Coaxial Cable
4.	½"	Diameter Super Flexible Foam Dielectric Coaxial Cable

#### 4.10 Transmission Lines

- 4.10.1 Transmission line or COAXIAL cable shall be available according to the sizes listed below:
- 4.10.2 Elliptical, Flex and Rigid waveguide components shall be supplied according to the sizes and/or frequency bands listed below:

1.	Waveguide for	5.925 – 7.125 GHz
2.	Waveguide for	10.50 – 11.70 GHz
3.	Waveguide for	17.70 – 19.70 GHz
4.	Waveguide for	21.20 – 23.60 GHz

#### 4.11 Connectors

##### 4.11.1 LMR Connectors

	½" Connector	7/8" Connector	1-¼" Connector	1-5/8 connector	½" Super Flexible Connector
1.	"N" Male	"N" Male	"N" Male	"N" Male	"N" Male
2.	"N" Female	"N" Female	"N" Female	"N" Female	"N" Female
3.	UHF Male	UHF Male			UHF Male
4.	UHF Female	UHF Female			UHF Female
5.	7-16 DIN Male	7-16 DIN Male	7-16 DIN Male	7-16 DIN Male	7-16 DIN Male & Right Angle
6.	7-16 DIN Female	7-16 DIN Female	7-16 DIN Female	7-16 DIN Female	7-16 DIN Female
7.	7/8" EIA	7/8" EIA			





**Request for Proposal**  
 Solicitation No.  
**ADSP019-00008376**  
 Description:  
**Public Communications Equipment and Services**

Arizona Department of Administration  
**State Procurement Office**  
 100 N 15th Ave., Suite 402  
 Phoenix, AZ 85007

**4.12 Waveguide Connectors**

1.	EW63-E65, Tunable, Fixed Tuned, CPR and CPR 137G
2.	EW90-E105, Tunable, Fixed Tuned, CPR and, CPR 90G, PBR100
3.	EW180-E185, Fixed Tuned, UG595/U, PDR180
4.	EW220-E220, Fixed Tuned, UG595/U, PBR220

## 5.0 Radio Dispatch Consoles

**5.1 General**

- 5.1.1 This specification contains sections that describe various types of radio dispatch consoles to be utilized in State and Municipal public safety radio communications systems. These sections include (1) Single/dual channel desk top remote control handset controllers; (2) 8-12 channel desk-top dispatch consoles; (3) 96 channel, high capability radio dispatch consoles; (4) 450 channel remote electronics high-capability expandable radio dispatch consoles. Analog, TDM and RoIP/VoIP based options to be separately priced. It is not necessary for a vendor to bid all sections.
- 5.1.2 It is the intent of these specifications to ensure the purchase of highly reliable radio dispatch control console equipment. These specifications are minimum standards and are intended to ensure reliable, high quality, readily available and repairable equipment. These specifications may not list all necessary equipment beyond that needed to complete the electronic package and it shall be the responsibility of the contractor to verify completeness of the material list and the suitability of the devices to meet the total requirements of these specifications. Subsequent to award, any additional equipment, charges, or services required to meet the specifications, even if not specifically enumerated herein, shall be provided by the vendor without claim for additional payment or compensation.
- 5.1.3  The Type 2, 3, & 4 Flat Panel Display (FPD) communications control console electronic design criteria shall be based on the need for maximum reliability, flexibility, and ease of operation and service. To meet these criteria, the electronic equipment should be of the latest design. The design shall reflect state-of-the-art concepts in communications command and control console design.
- 5.1.4 The FPD based communications control consoles shall provide monitoring and control facilities for remotely located two-way radio base stations. The consoles shall also provide certain ancillary functions such as repeater enable and disable of each channel, simultaneous transmit, alert tone transmit, instant patching, and multiple frequency base station control. It is desired that all console functions be accomplished using a Touch-Screen and Trackball/Mouse combination. Other methods of console control will be evaluated and compared against this style of system control.
- 5.1.5 The ability of the vendor's FPD communications control consoles to remotely operate separately from the common control equipment over telephone lines, LAN, or digital and analog microwave channels is a requirement. Equipment that does not meet this requirement will not be evaluated.
- 5.1.6 The Type 3 & 4 common electronics shall be designed to remain fully operational during the loss of AC power for a minimum of one hour via either an internal or external



## Request for Proposal

Solicitation No.  
ADSP019-00008376

Description:  
**Public Communications Equipment and Services**

Arizona Department of Administration

**State Procurement Office**

100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

uninterruptible power supply (UPS). Each dispatch position shall have an available UPS option which will allow full operation during the loss of AC power for a minimum of thirty minutes.

- 5.1.7 The unique requirements of the console electronic packages may not readily lend themselves to standard contractor product lines. However, contractors shall propose equipment meeting the technical and operational requirements and make maximum use of the standard product line equipment.
- 5.1.8 Make and model numbers given in this specification are for reference only, and do not imply that they are the only acceptable equipment.

### 5.2 Electrical Requirements

- 5.2.1 Each console bid shall be equipped with sufficient power supply capabilities, common electronic modules, cabling, etc to accommodate the channel requirements. All consoles shall be capable of operating from a 120 VAC source. Backup power should ideally be from a DC source of 12 to 48 VDC, with all necessary power regulation built into console electronics.

### 5.3 Technical Specifications - Each console offered should meet the following technical specifications, as a minimum:

- 5.3.1 Individual channel 2W, 4W, Tone/DC/E&M selection
- 5.3.2 Line Impedance: 600 or >5K ohm (4-wire) or, 600 ohm Tx (2-wire)
- 5.3.3 Operating Temperature: 0 to +50 degrees C
- 5.3.4 Audio Response: +/- 3 dB from 300 to 3000 Hz
- 5.3.5 Tx & Rx Hum and Noise: -50 dB below rated output
- 5.3.6 Distortion: Tx & Rx - Less than 3% THD
- 5.3.7 Compression: Variable compression knee
- 5.3.8 Receive Audio: -25 to +10 dBm; 600 ohm or 5K ohm; w/ less than -60 dB crosstalk
- 5.3.9 Transmit Audio: -20 to +10 dBm; 600 ohm; w/ 70 dB line balance
- 5.3.10 Tone Control: A minimum of (7) industry standard function tones with 2175 Hz Hi/Lo Guard Tone; including 1250/1350/1450/1550, 1850 and 1950 Hz function tones (Repeater control, Aux Function control, CTCSS Monitor, F1/F2 Transmit)
- 5.3.11 DC Control Functions: Transmit - F1 +5.5 ma.; F2 +12.5 ma.; Monitor +2.5 ma.
- 5.3.12 Unit ID Functions: (Optional) Motorola MDC1200 system decode/display
- 5.3.13 Speaker Output: 500 mw minimum, 3% distortion, into a 4 ohm or 8 ohm load

### 5.4 DESK-TOP REMOTE CONTROL CONSOLES (TYPE I price category)

- 5.4.1 **General** - The following specification describes various switch-based, desk-top radio controllers, including fully self-contained Tone, DC & RoIP based single-channel and dual-channel telephone-type handset controllers (optionally expandable) known as Type 1; and 8-channel (expandable to at least 12 channel), self-contained desk-top consoles, known as Type 2. The multichannel desk-top units also allow for local remoting of the control electronics to a small desk or wall mounted electronic box up to 100' away from the dispatch control unit. Optional IP control for both type units may also be proposed.
- 5.4.2 Tone & DC Single/Dual-channel Handset Type Controllers (Type 1) - This specification is for a solid-state, 120 VAC powered, desk-top, handset type, Tone or DC controller for a single channel station. A selectable two-channel, expandable, model may also be offered as an option, which may also be optionally expandable to more channels. Models which have been determined to meet the general intent of this specification include the IDA 24-10, 24-15, 24-20, 24-66, and 24-30; The Telex-Vega IP-2002, and C-2000 and C-2000SF



## Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

### Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

units. (These models are only given as examples, and alternate models meeting the specifications may be proposed).

#### 5.4.3 Technical Specifications

- 5.4.3 (a) On-hook monitor disable
- 5.4.3 (b) Weight: Less than 5 pounds (Desk-top unit)
- 5.4.3 (c) Size (Remote Box): Less than 12"X12"X6", including battery back-up
- 5.4.3 (d) Programmability: Fully field adjustable/programmable without a computer
- 5.4.3 (e) Transmit indicator light
- 5.4.3 (f) The units shall allow for on-hook receiver operation through a loudspeaker, and off-hook operation through the handset.
- 5.4.3 (g) An RoIP based remote, single-line handset controller, that does not require a separate computer for operation, is also acceptable. These handsets shall be fully compatible for direct connection to a 10/100 baseT internal Ethernet network connection, and shall allow for parallel operation of any number of controllers.
- 5.4.3 (h) Optional two-line controllers do not require the ability to independently select either 2W/4W operation by channel, Tone or DC control by channel, or simultaneous receiver monitoring of both channels. These may all be fixed (hard-wired) functions.

#### 5.5 **(8)-Channel Desk-Top Tone/DC Consoles (Required to be Expandable to 12 Channels) (Type II price category)**

- 5.5.1 This section defines the minimum requirements for a desk-top radio control console with a minimum 6 individual channel (line) capability, with optional expansion to at least 12 channels on a channel-by-channel basis. Each console channel shall be capable of controlling either a 4-wire channel or 2 wire channel on an individual basis, and shall be individually programmable for either Tone, DC (current), or E&M radio control. Local remote control of a radio is not required. Optionally, the manufacturer may offer an RoIP based console which can control a remote radio through an IP data circuit, but must still provide two-way analog audio capability on all channels.
- 5.5.2 Parallel operation of up to 4 separate units shall be available with supervisory override control.
- 5.5.3 The dispatch operator position shall be a single unit, except for the microphone and footswitch, or an outboard third-party provided paging encoder. No external attachments, including power supplies, loudspeakers, touch-tone pads, line splitter boxes to increase channel count, etc. will be acceptable.
- 5.5.4 It is required that the vendor offer switch-based control functions for their console. However, optional computer-based, Flat Panel Display (FPD) consoles offering mouse-controlled on-screen function switches will be evaluated if offered. Models of equipment which have been determined to meet the intent of this section of the specification include the Gai-tronics ICP9000 Series, and the Telex-Vega C1616/C6200, IP-1616, C-Soft series, for various channel configurations.
- 5.5.5 Operational Features Require, each dispatch console operator position offered must include the following:
  - 5.5.5 (a) Individual audio speakers and volume controls for select and unselected channels
  - 5.5.5 (b) Individual channel 2W, 4W, Tone/DC/E&M selection, with 4-frequency Tone control



## Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

### Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

- 5.5.5 (c) Desk-mic with PTT bar and mute switch
- 5.5.5 (d) Dual-plug type headset interface jacks
- 5.5.5 (e) Combined select/unselect/transmit audio combined output jack for recording
- 5.5.5 (f) Jack for external PTT footswitch
- 5.5.5 (g) (2)-channel cross-patch capability
- 5.5.5 (h) Multi-channel transmit select
- 5.5.5 (i) DTMF encoder
- 5.5.5 (j) Internal or external pager capability
- 5.5.5 (k) Controls/Indicators
- 5.5.6 Each dispatch console operator position offered must include the following:
  - 5.5.6 (a) Console transmit indicator
  - 5.5.6 (b) Console channel busy (receiving) green indicator
  - 5.5.6 (c) Individual channel instant-transmit light
  - 5.5.6 (d) Channel labels (fixed or electronic)
  - 5.5.6 (e) Transmit audio level meter (Vu meter)
  - 5.5.6 (f) Channel select indicator
  - 5.5.6 (g) Console Technical Specifications
- 5.5.7 Each console offered should also meet the following technical specifications, as a minimum:
  - 5.5.7 (a) Alert Tones: Optional continuous, hi/lo, warble; -30 to 0 dBm, independently adjustable
  - 5.5.7 (b) Speaker Output: 500 mw minimum, 3% distortion, into a 4 ohm or 8 ohm load
- 5.6 Full Featured – Remote Electronics Consoles (Type III Price Category)**
  - 5.6.1 General - It is the intent of this specification to ensure the purchase of highly reliable communications control consoles. This includes a spectrum of console systems ranging from single 96 (minimum) channel remote units (Type III), to advanced Flat Panel Display (FPD) based, high 450 (minimum) channel, 20 operator position systems (Type IV). These specifications are minimum standards and are intended to ensure reliable, high quality, readily available and repairable equipment. These specifications may not list all necessary equipment beyond that needed to complete the electronic package and it shall be the responsibility of the contractor to verify the completeness of the material list and the suitability of the devices to meet the total requirements of these specifications. Subsequent to proposal award, any additional equipment, charges, or services required to meet the specifications, even if not specifically enumerated herein, shall be provided by the vendor without claim for additional payment or compensation.
  - 5.6.2 The communications control console electronic design criteria shall be based on the need for maximum reliability, flexibility, ease of operation and service. The design shall reflect state-of-the-art concepts in communications command and control console design.
  - 5.6.3 The communications control console shall provide monitoring and control facilities for remotely located two-way radio base stations. The console shall also provide certain ancillary functions such as repeater enable and disable of each channel, simultaneous transmit, alert tone transmit, instant transmit, supervisory override, cross channel patching with up to three separate but simultaneous patches possible, phone patching, and multiple frequency base station control. It is desired that all FPD-Type console functions be



## Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

### Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

accomplished using a Touch Screen and Trackball/Mouse combination. Other methods of console control will be evaluated and compared against this style of system control.

- 5.6.4 The ability of the vendor's FPD communications control consoles in Category III and IV to remotely operate separately from the common electronic control equipment over telephone lines, microwave channels or fiber optic lines is a requirement. Equipment that does not meet this requirement will not be evaluated.
- 5.6.5 Each Type III and IV console shall have both receive voter (like JPS SNVs) and auxiliary interfaces. Both RoIP and P25 interfaces are a requirement for both classes. In addition, at least one of the following trunking protocols MUST be supported as an option: Project 25, Astro P25, Open Sky, Smartnet/Smartzone. In addition, each console should be compatible with either a T1 or a WAN/LAN interface.
- 5.6.6 The common electronics and FPD operator positions shall be designed to remain fully operational during the loss of AC power for a minimum of one-half hour via either an internal or external uninterruptible power supply (UPS) or a battery backup system. Each FPD dispatch position shall have an available UPS option which will allow full operation during the loss of AC power for a minimum of one hour.
- 5.6.7 The unique requirements of the console electronic packages may not readily lend themselves to standard contractor product lines. However, contractors shall propose equipment meeting the technical and operational requirements that make maximum use of the standard product line equipment.
- 5.6.8 The specifications do not include any proprietary items, components, circuits, or devices which would preclude any communications equipment manufacturer from producing equipment to meet these specifications. All technical tolerances, ratings, power outputs, or any technically specified criteria contained within these specifications are considered to be within the current state of the electronic art and are currently being met by commercially available equipment.

#### 5.7 Electrical Specifications

- 5.7.1 Both Type III and IV consoles shall operate from a primary power source of 120/240 VAC, with battery powered UPS backup required. AC current consumption on the primary side of the line for the central electronics shall not exceed 5 watts/channel for a 50 channels system. Each operator position electronics shall not consume more than 250 watts, including the FPD.

#### 5.8 Full-Feature Console – Type III

- 5.8.1 The Type III communications control console shall provide the facilities for the operation and control of remotely located two-way radio base stations and other specialized equipment. The console shall be equipped with sufficient power supply capabilities, common electronic modules, cabling, etc. to accommodate these channel requirements. Each console electronic package shall be equipped with common control equipment to provide the capability to operate and control any one, any selected group, or all channels simultaneously. Each console electronic package shall comply with all FCC Rules and Regulations, where applicable.
- 5.8.2 The console shall be expandable to a minimum of 96 radio control channels and 6 operators' positions. There shall be receive voter (like JPS SNV-12s) and auxiliary control interfaces. In addition to the 96 radio channels, the console electronics shall be able to support 6 operator positions, and up to ten receiver voter groups with up to 24 base stations per voter group. The ability of a manufacturer's equipment to accommodate this future requirement will be a major consideration in the proposal evaluation. In addition to controlling conventional non-trunked channels, at least one of the following protocols must be supported as an option: RoIP, Project-25, Trunking (EDACS, Smartnet, Smartzone,



## Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

### Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

OpenSky). T1, or Lan/Wan interfaces may be optionally added. The console shall have extended remote capability to allow an operator position to be remotod from the central electronics bank by way of commercial telephone lines, Ethernet, fiber optic, or microwave.

#### 5.9 Large Full-Feature Console – Classification (Type IV Price Category)

5.9.1 General Specifications same as Type III above. The console shall be expandable to a minimum of 450 radio control channels and 20 operators positions. There shall be receiver voter (like JPS SNV-12s) and auxiliary interfaces. In addition to controlling conventional non-trunked channels, at least one of the following protocols must be supported as an option: RoIP, Project-25, Trunking (EDACS, Smartnet, Smartzone, OpenSky). Additionally, optional T1, or Lan/Wan interfaces may be added. The console shall have extended remote capability to allow an operator position to be remote from the central electronics bank by way of commercial telephone lines, fiber optic, or microwave. In addition to the 450 radio channels and/or trunked talk groups, the console electronics shall be able to support twenty operator positions and up to twenty receiver voter groups with an average of six base stations per voter group. The ability of a manufacturer's equipment to accommodate this future requirement will be a major consideration in the proposal evaluation.

#### 5.10 Control Functions & Status Indicators

5.10.1 Both Class III and Class IV configurations shall meet all of the following specifications, and have two dual-jack inputs and have select and unselect speakers for audio output. In addition, there shall be a selected audio output jack and a summed unselect audio port available.

#### 5.11 Radio Channel Control Functions

5.11.1 The radio control channels shall have the functions listed below:

- 5.11.1 (a) Channel Select - Shall engage the selected channel in the transmit/receive, fully operational, ready condition. The channel select function should be capable of selecting of more than one channel up to all channels simultaneously.
- 5.11.1 (b) Repeater Enable and Disable - consoles shall enable and disable the repeat function of a tone controlled base station.
- 5.11.1 (c) Squelch Disable - Shall disable receiver continuous tone coded squelch operation of a tone controlled base station.
- 5.11.1 (d) Instant Transmit - Shall allow transmitting on a channel without placing the channel in a selected mode first. This function shall not override supervisory control.
- 5.11.1 (e) Channel Crosspatch - Shall allow audio received on one radio channel or phone line to be automatically repeated on one or more of the other channels. Class III and IV consoles shall be capable of supporting at least three simultaneous but separate crosspatches. (Desktop consoles should be capable of doing at least one crosspatch.) This function shall be independent of other console activities.
- 5.11.1 (f) Two Frequency Control - Shall allow frequency selection of a two-frequency tone controlled base station.
- 5.11.1 (g) Supervisory Control B Class III and IV consoles shall provide the capability for one operator position (the supervisor's position) to take over a channel from all other operator positions. All parallel operator positions on the same channel shall receive an indication that supervisory control has been initiated.



## Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

### Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

- 5.11.1 (h) Supervisory Monitor B Class III and IV consoles shall allow the transmit and receive audio from one console operator position to be monitored on another console position.
  - 5.11.1 (i) Channel Mute - shall completely mute the channel receive audio.
  - 5.11.1 (j) Auxiliary Enable and Disable B consoles shall enable and disable an auxiliary function of a tone controlled base station.
- 5.12 Status Indicator**
- 5.12.1 All switching functions shall have an associated indicator to clearly display function and channel status, i.e. on-off, activated-not activated, in use-not in use. The FPD system shall display complete status for a minimum of eight channels and limited status for the optional eight additional channels at each operator position. This limited status information shall include the following: channel selected, instant transmit activated, channel cross patch activated, channel muted, channel receiving a call, and channel busy.
  - 5.12.2 To simplify the operation of the console, it shall be possible to physically group channels on the console in any order to facilitate operations.
  - 5.12.3 Status Indicators shall illuminate with the following functions:
    - 5.12.3 (a) Channel Selected
    - 5.12.3 (b) Repeater Enabled
    - 5.12.3 (c) Squelch Disabled
    - 5.12.3 (d) Instant Transmit activated
    - 5.12.3 (e) Channel Crosspatch activated
    - 5.12.3 (f) Frequency One selected
    - 5.12.3 (g) Frequency Two selected
    - 5.12.3 (h) Channel Muted
    - 5.12.3 (i) Channel receiving a call - this shall be a flashing type indicator
    - 5.12.3 (j) Channel busy - parallel wired console transmitting
- 5.13 Console Position-wide Functions**
- 5.13.1 In addition to the individual channel functions and indicators specified under paragraph 5.5, the communications control console shall also provide the following functions. These functions are common to all radio channels.
    - 5.13.1 (a) Simultaneous Selection - Shall enable the selection of any combination of channels for simultaneous operation. The capability shall also be provided to automatically unselect all channels by depressing a single button.
    - 5.13.1 (b) Transmit - Shall activate the transmit condition and route dispatcher audio to all selected channels. This transmit switch shall be electrically paralleled to the console footswitch.
    - 5.13.1 (c) Master Mute - Shall mute all receive audio except the selected channels to a preset level.
    - 5.13.1 (d) Automatic Selection - Shall automatically select a group of channels by action of a single switch. All automatically selected channels shall be unselected by action of a single switch. The particular group of channels to be selected shall include any combination up to all of the console channels.
    - 5.13.1 (e) Intercom - consoles shall allow communication on the selected channels without keying the base station transmitter. This function shall allow communications between dispatchers or between dispatchers and remotely located technicians.



## Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

### Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

- 5.13.1 (f) Alert Tones - consoles shall activate one of three different alert tones that shall be transmitted on the selected channel, the simultaneously selected channels, or the automatically selected channels. The alert tones shall be continuous, hilo, or warbled between two different audio frequencies.
- 5.13.1 (g) Priority Tone – consoles shall activate an intermittent tone on individually selected channels to indicate priority traffic on that channel. The tone will not cover voice traffic.
- 5.13.1 (h) Radio/Telephone Audio - consoles shall allow the dispatcher's headset to be used for both telephone and radio communications. The telephone audio shall be transferred to the headset by action of a single switch. The party on the opposite end of the phone line shall not hear the dispatcher's radio transmissions (any console PTT shall mute the dispatcher's voice from the telephone line). Transfer of telephone audio to the headset shall switch the selected channel audio back out to the selected audio speaker. During the time that the headset telephone operation mode is activated, the console operator shall retain the ability to instantaneously transmit on the selected channel by use of the footswitch or master control panel transmit switch with no degradation to the transmit functions, transmit audio quality and/or signal strength. The dispatcher shall also retain the ability to instantaneously transmit on the unselected channels as well.

#### 5.14 Status Indicators

- 5.14.1 All switching functions and the following status indication capabilities shall have an associated indicator on the FPD to clearly display function and status, i.e. on-off, activated-not activated, in use-not in use.
- 5.14.2 The status indicators shall illuminate with the following functions:
  - 5.14.2 (a) Simultaneous Selection in use.
  - 5.14.2 (b) Transmit function activated.
  - 5.14.2 (c) Master Mute activated.
  - 5.14.2 (d) Automatic Selection in use.
  - 5.14.2 (e) Intercom in use.
  - 5.14.2 (f) Alert Tone being transmitted.

#### 5.15 Ancillary Equipment

- 5.15.1 The communications control console shall include the following ancillary equipment: speakers for selected audio and unselected audio, paging encoder, and displayed on the console's FPD, a VU meter, and clock system.
- 5.15.2 Speakers - The capability of monitoring selected and unselected audio shall be provided via two separate console speakers. Each speaker shall be provided with a separate volume control to allow for individual adjustment. The volume controls shall provide sufficient attenuation to decrease the associated speaker audio to an inaudible level. These two volume controls, along with the headset volume controls, are the only ones required. Separate volume controls for each of the radio channels are not required. The dispatcher shall still have the capability to completely mute individual channels if desired. The selected and unselected audio speakers shall be separated a minimum of 12 inches center to center. The dispatcher shall also have the capability to turn off either or both speakers without turning down the volume controls.
- 5.15.3 VU Meter - A VU meter, located on the FPD console's display in such a way as to give optimum visibility to the operator, shall be provided. The meter shall indicate the transmit audio level and selected receive audio level.





## Request for Proposal

Solicitation No.  
ADSP019-00008376

Description:  
**Public Communications Equipment and Services**

Arizona Department of Administration

**State Procurement Office**

100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

- 5.15.4 Digital Clock - The console shall include a 24-hour digital clock display in the FPD console's display. The clock display shall give optimum visibility to the operator. The clock display shall be an integral part of the console system. The clock shall be a master/slave system capable of being set from the master, which is to be calibrated by an external time base via RS232 protocol or USB interface.
- 5.15.5 DTMF Paging Encoder - The console(s) shall incorporate DTMF capability. These must be an integral part of the console electronics installed in the console furniture and wired into the console electronics. Single button paging functions shall be available which send preselected DTMF strings of at least 3 numbers to either a predetermined radio channel or on the selected channel(s).
- 5.15.6 Receivers - The radio control channels will not only be routed to the console as separate channels but may also be routed to a separate system of up to ten receiver voter groups. The console shall have the capability to control and display the status of these voted channels. The dispatcher shall be able to force vote or disable a particular voter module by engaging switches or keying in a function which will operate a) Two form C dry contacts or b) Open collector outputs or c) Communicate with the system via RS-232 or Ethernet cabling. The enable/disable status of a particular voter module shall be displayed at the operator position. The console shall also provide an indication of which channel is currently being voted. It also should be capable of automatic transmit steering and indicate on the FPD which transmitter will be keyed if the master PTT is activated. The voted channels shall support voting systems manufactured by JPS Communications.
- 5.15.7 Headset - Each operator position shall be compatible with the Plantronics Encore Monaural Ultra Headset, model H91N, or approved equivalent.
- 5.15.7 (a) Headset Jack
- 5.15.7 (b) Each operator position shall be equipped with a dual phone plug type headset jack. The jack shall be compatible with dual phone plugs used on the Plantronics model SHS1890-251N headset jack plugs. The headset jack shall have an associated receive volume control. The external microphone shall be disabled when the headset is inserted into the headset jack. Audio to the select speaker shall be removed when the headset is inserted. The dispatcher shall have the option of applying audio to the select speaker and the headset simultaneously if desired. The headset jack shall have an easily accessible talk/training switch which will allow the dispatcher to talk and listen or listen only with the headset's transmit mouthpiece disabled. Disabling the transmit mouthpiece shall not prevent a headset with an amplified ear piece from functioning correctly. The headset jack must also have a 4 wire/6 wire switch for operating either a 4 wire headset (talk and listen) or a 6 wire headset (talk, listen, and a transmit push to talk button).
- 5.15.8 External Microphone - Each operator position shall be equipped with an External Microphone mounted on a Flexible Gooseneck Boom.
- 5.15.9 Footswitch - Each operator position shall be provided with a dual footswitch to activate transmit and/or mute operations. The dual footswitch shall activate two functions within the console:
- 5.15.9 (a) Activate transmitter control.
- 5.15.9 (b) Activate the Master Mute function.
- 5.15.9 (c) The right half of the footswitch shall operate in the same manner as the Master Control Panel transmit push button switch. The left half shall mute all unselected channels when depressed and unmute these channels when



## Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

### Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

released. If the console system requires modification to implement these functions, the modifications shall be completed by the console manufacturer and shall be fully documented in the maintenance manual(s).

- 5.15.10 Logging Recorder Interfaces - Each operator position shall be provided with a logging recorder output that contains the dispatch position microphone audio and select audio combined onto one 600-Ohm output port. An optional second logging recorder interface for telephone audio is desirable.
- 5.15.11 Remote Control of Base Stations - The communications control console shall be capable of providing D.C. keying, tone sequence keying, or "M Lead" dry contact keying for each radio channel as well as tone sequence control of repeater, frequency, and squelch disable functions.
- 5.15.12 D.C. Keying – CRT and Desktop Consoles - Each radio channel shall have available regulated D.C. keying currents of 15 ma and 6 ma. The D.C. control currents shall be provided for a loop resistance up to 10K ohms. Although as a default all channels shall not be supplied with DC keying capability, but pricing to add DC control on a per channel basis shall be provided.
- 5.15.13 Tone Keying- FPD and Desktop consoles - Each radio channel shall have available a tone sequence keying scheme that provides a High Level Guard Tone followed by a Function Tone followed by a Low Level Guard Tone.
- 5.15.14 "M Lead" Keying- FPD and Desktop consoles - Each radio channel shall be capable of providing Form A (normally open) dry contacts for transmitter keying.
- 5.15.15 One Sequence Tolerances - FPD and Desktop consoles - Tolerances for tone sequence control shall be within the following limits:
  - 5.15.15 (a) All tone frequencies as specified within +/-1 Hz.
  - 5.15.15 (b) All tone durations as specified within +/-5 ms or adjustable from 25 ms to 150 ms.
  - 5.15.15 (c) High Level Guard Tone - 0dBm to -10 dB adjustable to meet line conditions
  - 5.15.15 (d) Function Tone - 10 dBm +/-1 dB adjustable to meet line conditions.
  - 5.15.15 (e) Low Level Guard Tone - 30 dBm +/-1 dB adjustable to meet line conditions.
- 5.15.16 Radio Channel Terminations - Each radio channel shall be capable of 2 wire or 4 wire operation. The type of termination shall be readily selectable on a per channel basis.
- 5.15.17 Parallel Operator Position Control of Radio Channels - The console common electronics shall be capable of parallel operator position control of common radio channels. All channel control switches and indicators shall be paralleled. Parallel operation shall be readily selectable on a per channel basis.

#### 5.16 Design Criteria

- 5.16.1 The console electronic package design criteria are based upon the need for maximum reliability, expandability, and ease of service. To meet these criteria, the electronic packages described in the subsequent paragraphs must be totally solid-state, completely modular, and reflect state-of-the-art concepts in communication control design. Each operator position shall include applicable switches, status indicators, amplifiers, tone circuits, power supplies, meters, clocks, speakers, and hardware to perform the functions.
- 5.16.2 Panel Wiring/Remote Electronic Circuitry- FPD consoles
  - 5.16.2 (a) The console electronic package shall have the capability of allowing the electronic circuitry (transmit/receive, amplifier, tone control, power supply, etc. modules) to be remotied at least 1000 feet from the operator position over standard 600 ohm twisted pairs. The interconnecting cable shall be at most an eight pair cable. The Vendor will supply all cabling and connectors



## Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

### Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

between the console common electronics and the punch blocks in the equipment room housing these electronics.

- 5.16.2 (b) The remoting of the electronic circuitry up to 1000 feet from the operator position shall not degrade the console performance outside the minimum standards specified herein. All console functions shall be operable as specified herein regardless of remoting up to 1000 feet.
  - 5.16.2 (c) In addition to hard wired remoting of the electronic circuitry, the console electronic package shall also allow remoting of the electronic circuitry over standard telephone lines or multiplex channels on a fiber network or a microwave system. No more than three multiplex channels shall be required to perform this function. All remote data and audio paths shall be automatically monitored to ensure the continuous integrity of the paths. If a path is lost, both the dispatch position and any diagnostic printer and/or terminal shall receive a report.
  - 5.16.2 (d) The remoting of the electronic circuitry over microwave channels shall not degrade the console performance outside the minimum standards set forth in these specifications. All console functions shall remain operable regardless of remoting the operator position.
- 5.16.3 Electronic Circuitry
- 5.16.3 (a) The electronic circuitry shall be contained on printed circuit modules which plug into a module rack or mother board. The plating material at the printed circuit module where plug-in contact is made shall be gold to provide maximum reliability.
  - 5.16.3 (b) A transmit/receive module shall be provided with each operational channel. This module shall contain all of the circuits necessary to perform the functions described on a per channel basis.
  - 5.16.3 (c) Sufficient modules shall be provided with each console electronic package to perform the functions that are common to the transmit/receive channels and all other functions.
- 5.16.4 Expandability - Options shall be easily expanded by the addition of plug-in printed circuit modules, programming, and control switches.
- 5.16.5 Maintainability
- 5.16.5 (a) The transmit/receive circuitry shall include one plug-in T/R module for each channel. All T/R modules shall be interchangeable between channels. The only T/R module changes required to exchange T/R modules between channels or electronic packages shall be the selection of options by means of programming switches mounted on the modules or PROM exchanges.
  - 5.16.5 (b) The remainder of the console electronic package printed circuit modules shall be interchangeable between electronic packages.
  - 5.16.5 (c) Each type of plug-in printed circuit module shall be keyed to be inserted only into the correct location in the module rack or mother board. Guide rails shall be used to ensure proper alignment of plug-in printed circuit modules. Each plug-in printed circuit module shall be equipped with an extractor to allow easy removal.
  - 5.16.5 (d) It shall not be necessary to remove power from the console electronic package to change a plug-in module.
  - 5.16.5 (e) All printed circuit modules shall be plainly marked with the module's function. All components shall be plainly identified on the printed circuit



## Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

### Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

modules. The module rack or motherboard position shall be plainly marked with the module's function. It shall not be necessary to use a drawing to locate components on printed circuit modules or printed circuit module positions.

#### 5.16.6 Standards

5.16.6 (a) All equipment contained in the proposal shall meet or exceed the latest applicable standards of the Electronic Industries Association, Federal Communications Commission, and Underwriters Laboratory, and must conform to the OSHA of 1973 requirements for safe operation. In addition, where applicable, the equipment must satisfy the requirements of the local telephone company and input requirements of a Microwave System with respect to audio levels and control voltages.

5.16.6 (b) The console electronic equipment shall be rated for continuous operation. The console electronic package shall operate over an ambient temperature range of 0 degrees C. to +50 degrees C. without degradation in performance.

#### 5.16.7 Power Supply

5.16.8 Input Voltage - 105 to 125 volts AC at 60 Hz, 120 volts AC nominal.

5.16.9 Noise - less than 120 millivolts peak to peak output.

5.16.10 Overload Protection - overload protection shall be provided such that variations in input voltage or output current shall not damage or degrade the operation of any console modules or components.

5.16.11 On-Off Switch - shall have a switch to turn input voltage on and off and have a power-on indicator.

#### 5.17 **Mechanical Requirements** - The following specifications concern the mechanical aspects of the communications control console. The mechanical requirements of both the optional operator position furniture as well as the back-room common electronics are as follows.

5.17.1 Operator Position – Console Furniture - State supplied equipment may be installed in the operator position furniture along with the vendor's equipment. The State assumes the responsibility of installing the equipment in State supplied furniture. The vendor may bid the option to install the console. (All operator position furniture will be purchased separately.)

5.17.2 Labeling - All channels, controls and indicators shall be identified on the FPD screen. Keyboard switches which are used to control functions on the FPD should be clearly engraved to indicate their function. The identification shall show the purpose of the channel, control or indicator and be easily associated with the control or indicator. The legends or labels shall be designated by the user at the time of order.

5.17.3 Radio Channel and Receiver Voter Names - Each radio channel and or receiver voter channel shall be identified with an appropriate name - normally an abbreviation of the base station mountain top name and/or call sign which will be designated at the time of order. The FPD system shall be capable of displaying abbreviated names on the screen of at least eight characters in length. Merely giving a number to a radio channel or voter group is not acceptable.

5.17.4 Common Electronics- FPD Consoles - All common electronics shall be remoted from the console operator position. This equipment should be capable of remoting up to 1000 ft. from the operator position. The design of the common electronics package shall reflect a heavy reliance on modularity of construction. This modularity shall permit the console to be expanded, diminished, or reconfigured in future years depending on increased functions or consolidation of hardware based on system modernization. All equipment



## Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

### Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

supplied shall either be mounted in 19 inch wide EIA standard 90 inch tall aluminum equipment racks which are drilled and tapped to EIA standards (RS-310C) or supplied in seven foot enclosed equipment cabinets. (Racks or cabinet mounting will be specified with each purchase order) All equipment shall be supplied with all the necessary mounting hardware. Access to electronics for maintenance and service shall be accomplished through sliding rail arrangements, hinged mounting racks or circuit board extenders. Where the use of circuit board extenders is required, two extenders per console shall be supplied.

#### 5.18 Training

- 5.18.1 Technician Training - the successful Vendor shall provide separate pricing for comprehensive training on the equipment proposed. The training shall include discussion of the following subjects as a minimum:
- 5.18.1 (a) Theory of operation and circuit analysis of each equipment module, a complete console electronic package, and parallel operation of multiple consoles.
  - 5.18.1 (b) Troubleshooting procedures including fault isolation, terminal diagnostics, stage gain measurements, voltage tests, and other procedures to locate and replace faulty components.
  - 5.18.1 (c) Level setting and other adjustment procedures for each equipment module, a complete console electronic package, and parallel operation of up to eight consoles.
  - 5.18.1 (d) Programming of the central electronics cards and CRT positions.
- 5.18.2 Training Type and Location
- 5.18.2 (a) The training may be presented by either a resident instructor or a self-tutored training course.
  - 5.18.2 (b) If an instructor is used, he must be intimately familiar with the design, operation, and maintenance of the equipment model proposed.
  - 5.18.2 (c) The instructor shall present a training session in State supplied facilities at Phoenix, Arizona of at least 8 hours in duration. Actual dates for the class will be established by the purchasing agent. The training shall be completed within 130 days of receipt of purchase order.
  - 5.18.2 (d) If the successful vendor elects to supply a self-tutored training course, one such course shall be provided and will become property of the State. The course shall make use of textbooks, film strips, video tapes or other means to provide comprehensive self-training of the equipment model proposed.
- 5.18.3 Dispatcher Training - The successful vendor shall also provide 1-day training to the dispatchers of any purchasing agencies. This training shall cover the operational aspects of the equipment. In situations where the communications center is a twenty-four hour operation, it will be necessary to repeat the training for each shift during the day(s).
- 5.18.4 Instruction Books - the instruction books to be furnished by the vendor shall be complete with all pages securely fastened together. The instruction books shall incorporate as a minimum the following:
- 5.18.4 (a) Complete description and ordering information of each individual unit and/or sub-assembly. A material guide shall contain the replacement part numbers and description of all components used. The parts lists shall be associated with their respective chassis, module, or kit wherein they are found. A total listing of parts without such groupings will not be acceptable.
  - 5.18.4 (b) Complete intercabling diagram between each unit and/or sub-assembly.



## Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

### Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

- 5.18.4 (c) Complete outline and drawings and dimensions as well as mounting dimensions of all equipment.
  - 5.18.4 (d) Voltage and resistance diagrams or tables of all units and/or sub-assemblies.
  - 5.18.4 (e) Complete level setting instructions in step by step tabular form for entire assembly and all components capable of being adjusted.
  - 5.18.4 (f) Parts location, drawings or pictorial, detailed top view of individual parts, units and/or sub-assemblies.
  - 5.18.4 (g) Operational block diagrams of individual units and/or sub-assemblies.
  - 5.18.4 (h) Complete schematic diagrams of individual units and/or sub-assemblies.
  - 5.18.4 (i) In addition to schematics, etc., the manual shall contain the theory of operation of all active devices and circuits in sufficient detail to facilitate servicing.
  - 5.18.4 (j) Drawings which are supplied must be reproduced by such means as to preclude fading to the point of illegibility if exposed to normal illumination for extended periods of time. A developed and fixed process or one of the various forms of printing by actual ink transfer are acceptable types.
  - 5.18.4 (k) In order to provide a complete manual containing all schematics, level setting information, and operating instructions, the contractor shall prepare all of the information in book form with no drawings larger than the page size of the book. Drawings, which must be larger than a single sheet for legibility may be photographically reduced so that they are no larger than 11 inches high or printed on fold-out sections. This manual shall contain an index of all schematics, charts, and diagrams to insure that pages have not been removed. Sufficient information shall be contained in the index to permit reordering lost or mutilated pages.
  - 5.18.4 (l) Two instruction manuals shall be furnished for every unit supplied and costs shall be included in the proposal price.
  - 5.18.4 (m) One typical instruction manual shall be supplied with the proposal.
- 5.19 Recommended Maintenance Equipment**
- 5.19.1 Any special meters, unique/non-standard test equipment, test cables, harnesses, circuit board extenders, or hand tools required for monitoring and/or maintenance of the communications control console electronic packages shall be listed separately with their itemized cost and shall be included in the total initial cost of the equipment.
- 5.20 Recommended Replacement Parts**
- 5.20.1 Because of the critical function the communications control console serves, vendors must be capable of supplying all electronic package parts, including individual components and mechanical and electrical assemblies used in the equipment supplied, within 48 hours. The vendor shall supply a list of recommended spares in his proposal response. The vendor shall include a complete set of these recommended spare modules as well as a spare of all other modules and power supplies with the initial console purchase. The cost for this spare module set shall also be priced as a separate line item in the proposal response.

## 6.0 Generators

- 6.1 AC/DC power generators operating with diesel, gasoline or propane fuel. Indoor and Outdoor installations systems capable of handling extreme temperature of -50 degrees F up to 150 degrees



## Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

### Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

F. This includes but is not limited to Transfer Switches, panels, monitoring services, and controlling accessories inclusive of timing and sensing functions with associated hardware and software.

#### 6.2 Requirements

- 6.2.1 Proposed product(s) must be rated for industrial use, home-use styles of generators will not be considered.
- 6.2.2 The proposal should include product(s) options from 10kw up to 400kw.
- 6.2.3 Product(s) offered must include all alarming equipment and software for remote monitoring.
- 6.2.4 Product(s) offered must be able to supply simple network management protocol (SNMP) and contact closure alarms.
- 6.2.5 Product(s) offered must have programmable exercise timers that can be set to transfer load capability.

## 7.0 Back-up Batteries (Including Solar)

#### 7.1 Specifications

- 7.1.1 Telecom Applications – the State and/or Co-op Agencies require long life batteries (both voltage and solar) to support Agency efforts for providing power in multiple public communications applications, including but not limited to data centers, network operation centers, wireless, Microwave and mobile centers.
- 7.1.2 Product types for procurement:
  - 7.1.2 (a) Modular Flooded Lead Acid
  - 7.1.2 (b) Modular Flooded Lead Acid
  - 7.1.2 (c) Mono-Block Valve Regulated Lead Acid
  - 7.1.2 (d) Portable Radio
- 7.1.3 Renewable/ Solar Energy Product offerings must include the following:
  - 7.1.3 (a) Benchmark data of Offeror's product to Industry Leading Life Cycle Data
- 7.1.4 Power Systems, DC Conversion
  - 7.1.4 (a) Inclusive of AC/DC converters, battery chargers, DC/DC converters, along with low voltage disconnect DC breakers, power distribution panels and any additional associated hardware and software needed to operate.
- 7.1.5 The proposal must include float rates for the products being offered.
- 7.1.6 Offeror proposal to include system and module configuration requirements.
- 7.1.7 Must meet all UL industry requirements
- 7.1.8 Must withstand Operating temperature beyond 150 degrees F and temperature that drop below -50 degrees F.
- 7.1.9 Must provide performance data to support product viability.

## 8.0 Prefab Communications Shelters

#### 8.1 General

- 8.1.1 Equipment shelters of various sizes specifically designed and constructed for extreme installation locations and to be installed with minimal soil disruption and without site-build foundation. This includes all required accessories and appurtenances, including antenna mast, RF shielding and grounding systems.



## Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

### Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

8.1.2 Vendor shall submit descriptive catalog product description to include all specifications.

#### 8.2 Requirements

- 8.2.1 Prefab Communications shelters must meet State and National regulations.
- 8.2.2 Offeror to submit proposal for multiple dimensions that are offered to State and local public safety Agencies.
- 8.2.3 Offeror's proposal must address recommendations for transportation and off-loading.
- 8.2.4 HVAC system requirements should be detailed in the proposal submitted.
- 8.2.5 Electrical requirement for each prefab communication shelter offering should be listed in the proposal.
- 8.2.6 Proposed lighting systems should be included in the offer.

#### 8.3 Installation and service

- 8.3.1 Offeror must provide on-site installation and set-up service as part of the proposal. This pricing should be included as separate line item within the pricing proposal.
- 8.3.2 R-56 standards must be followed in the proposed construction of any prefab communications shelters.
- 8.3.3 If on-site installation is required, Contractor(s) must be able to pass a background check.

#### 8.4 Pricing

- 8.4.1 Pricing should include discount off list catalog pricing plus additional options on an individual list item basis for upgrades that might add to discounted price listed in catalog.

#### 8.5 Warranty

- 8.5.1 All offerings must include a minimum five (5) year warranty period.

## 9.0 Service

9.1 The services that may be offered in correlation with the equipment listed above are categorized as follows:

#### 9.2 Design/Engineering

- 9.2.1 The Contractor(s) shall clearly define and communicate to the State what is specifically included in their Design Services.

#### 9.3 Managed Services - considered a service subscription.

- 9.3.1 The Contractor(s) shall clearly define and communicate to the State what is specifically included in their Managed Services. Examples of Managed Services include: 24x7x365 technical support, network monitoring, alarm monitoring, service ticket generation, performance management, system provisioning, system updates, end-to-end event monitoring, security monitoring, software maintenance and updates, annual preventative maintenance, and onsite support.
- 9.3.2 The Contractor(s) shall clearly define and communicate qualifications for any system or equipment being considered for Managed Services.

#### 9.4 Field Service Repair and Maintenance – considered as needed, or one-time services.

- 9.4.1 The Contractor(s) shall clearly define and communicate guaranteed time of repair or restoration and qualifications for any system or equipment being considered for maintenance support.
- 9.4.2 The Contractor(s) shall perform work in accordance with the manufacturer's recommendation to ensure it is performing to all defined technical and environmental specifications for the system.





## Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

### Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

9.4.3 In addition to maintenance of new equipment purchases, the Contractor(s) shall also offer maintenance of legacy equipment. Legacy equipment defined as any existing public communications equipment and its associated supplies and/or accessories that have been purchased prior to the RFP issuance and resulting Contract Award.

#### 9.5 Installation

9.5.1 Time of Purchase of new equipment

9.5.2 Previously purchased equipment

9.5.3 The Contractor(s) shall also conduct initial preventative maintenance ensuring performance begins at the optimal level.

#### 9.6 Integration

9.6.1 Integration Services shall be offered at an hourly rate by the Contractor(s) unless otherwise specified in the SOW defined above as part of the equipment installation. The Contractor(s) shall clearly list and communicate to the State what is specifically included in their integration services, if applicable.

## 10.0 Consultation and Third-Party Oversight

10.1 The State is also looking to solicit proposals from qualified, vendor independent, full service firms who can provide third party oversight on behalf of the State of Arizona. Any offer of services must comply with the following:

- Demonstrate independence of any manufacturer, software provider, or vendor.
- Demonstrate experience and knowledge of all aspects of public safety operations as they relate to communications and interoperability needs
- Demonstrate mission critical communications system design experience in the public safety arena
- Demonstrate knowledge and experience with contemporary and emerging wireless mission critical communications technologies utilized in the public safety arena including:
  - Mission critical radio systems-infrastructure, subscriber hardware, RF system design, radio propagation, frequency research
  - Microwave and RF control link design and specification
  - Voice logging
  - Paging and Alerting systems
  - Radio interoperability
  - Radio dispatch console systems
- Demonstrate familiarity and expertise in FCC regulations, licensing and frequency availability research
- Demonstrate in-house subject matter experts, telecommunications specialists, state and local policy experts, and project managers with APCO Project 25 implementation experience.
- Demonstrate experience in the identification, evaluation and recommendation of appropriate sites and infrastructure for mission critical communications towers and facilities.



## Request for Proposal

Solicitation No.  
ADSP019-00008376

Description:  
**Public Communications Equipment and Services**

Arizona Department of Administration

**State Procurement Office**

100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

- Demonstrate experience in structured wiring plans and electrical and power system design relative to Public Safety and Mission critical RF systems.
- Demonstrate experience, establishing continuity of operations (COOP) plans, planning, and implementation of disaster recovery solutions, and establishing supporting standard operating procedures (SOPs) and policies that enhance system reliability, resiliency, and redundancy.
- Demonstrate experience with providing consulting, systems engineering and architecture services for both urban and rural mission critical communications systems.
- The firm must have at least one telecommunications specialist certified in industry accepted site standards such as Motorola R56.
- The firm must demonstrate that it follows accepted industry standards (i.e., Project Management Institute) standards and practices for management of projects.
- The firm must demonstrate knowledge in the trends and directions of mission critical radio networks, automated systems, facilities and operations.
- Demonstrate experience and capability of providing ongoing service and support throughout the lifecycle of network and associated devices and peripherals

### **EXHIBITS TO THE SCOPE DOCUMENT**

### **NO EXHIBITS FOR THIS SOLICITATION**

**End of section 2-A**



**Request for Proposal**  
 Solicitation No.  
**ADSP019-00008376**  
 Description:  
**Public Communications Equipment and Services**

Arizona Department of Administration  
**State Procurement Office**  
 100 N 15th Ave., Suite 402  
 Phoenix, AZ 85007

## SECTION 2-B: Pricing Document

### 1.0 Compensation

Contractor will be compensated for the satisfactorily carrying out its obligations under the Contract by the method indicated by the “●” mark below:

●	Contracted Labor Rates (refer to paragraph 1.13 below)
●	Discount Off List or Catalog (refer to paragraph 1.25 below)

1.1 **CONTRACTED LABOR RATES.** The contracted labor rates are the fully-burdened and marked-up billing rates for Contractor’s labor scheduled in Exhibit 1 to this Pricing Document.

1.1.1 The rates are deemed to be inclusive of the actual gross wages plus all:

- (a) applicable payroll taxes, non-payroll employer burden, workers’ compensation contributions and health and welfare benefit contributions;
- (b) retirement or other pension contributions, vacation, sick time or other paid leave allowances and the like;
- (c) required home office support, corporate or subordinate licenses or registrations, corporate insurance, professional association fees, advertising, time and travel by any of Contractor’s personnel other than billable personnel and any bonuses or other incentives for all personnel (including billable Personnel);
- (d) insurance coverages to be provided by Contractor under the Contract; and
- (e) profit.

1.1.2 The rates are not subject to overtime or other premium time unless expressly stated otherwise in the Pricing Document or a relevant Annex thereto.

1.1.3 The rates include all transaction privilege and other sales/use taxes, including any gross receipts taxes on services, unless expressly stated otherwise in the Pricing Document or a relevant Annex thereto.

1.1.4 Reimbursable items consist of three components:

- (a) *Site Services, Logistics, and Utilities.* State and Contractor shall each provide those items of site services, logistics and utilities that are assigned to them in Attachment 4 to this Pricing Document. Excluding only those item expressly indicated as being provided by State, provided by others, or a reimbursable item, Contractor shall provide all services, equipment, tools, and logistics necessary for its personnel and otherwise as required to carry out the Work and compensation for all those is deemed to be included in the contractual fee mark-up (if any applies).
  - i. For items indicated to be paid on a “unit rate” basis, Contractor shall submit a worksheet with each application for payment showing the actual amount of payment requested for these items, which amount shall not exceed the unit rate multiplied by the total quantity (i.e., Contractor is “at risk” for costs it incurs that are in excess of the extended value unless State has issued a Change Order for the excess.



## Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

### Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

- ii. For items indicated to be paid on a “cost” basis, Contractor shall request reimbursement for the actual cost of such items at least monthly and shall provide the necessary back-up documentation, including receipts or invoices and timesheets (if applicable).
  - iii. For items indicated to be paid on a “lump sum” basis, Contractor shall request payment for the completed proportion of such items at least monthly.
- (b) *Personnel-Related Expenses.* State will only reimburse for those items of personnel-related expense expressly indicated in Attachment 4 to this Pricing Document as a reimbursable item, and it is agreed that the costs of all other such expenses applicable to its personnel and otherwise as required to carry out the Work are adequately compensated in the contractual fee mark-up (if any applies).
- i. For items to be paid on a “unit rate” basis, Contractor shall submit a worksheet with each application for payment showing the actual amount of payment requested for these items, which amount shall not exceed the unit rate multiplied by the total quantity (i.e., Contractor is “at risk” for costs it incurs that are in excess of the extended value unless State has issued a Change Order for the excess).
  - ii. For items to be paid on a “cost” basis, Contractor shall request reimbursement for the actual cost of such items at least monthly and shall provide the necessary back-up documentation, including receipts or invoices (if applicable). All reimbursements shall be strictly subject to State’s travel policy, which is available at <https://gao.az.gov/travel>.
  - iii. Contractor must obtain State’s written approval prior to booking or going on any reimbursable travel.
  - iv. Contractor will be reimbursed at the current Travel Policy rates.
  - v. Contractor shall itemize all per diem and lodging charges.
  - vi. For items to be paid on a “lump sum” basis, Contractor shall request payment for the applicable proportion of such items at least monthly.
- 1.2 DISCOUNT OFF LIST OR CATALOG. A discount off list or catalog means a percentage discount to be applied to a base price for from one or more contractually-established price lists against published catalogs. The applicable discounts are scheduled in Exhibit 1 to this Pricing Document.
- 1.2.1 Unless specified otherwise in the Pricing Document, base price is the price that is most widely offered to general customers at the time of the Order.
  - 1.2.2 The catalogs used to establish base price are specified otherwise in the Pricing Document. If nothing is so specified, then the commercially available catalogs published by Contractor or Subcontractor to a dealer or reseller network for the covered materials or services are to be used.
  - 1.2.3 Each catalog must:
    - (a) bear the applicable State contract number;
    - (b) list all materials or services Contractor is authorized to sell under the Contract;
    - (c) not contain any items that are excluded from the Contract;
    - (d) provide ordering information and contact information for customer support.
  - 1.2.4 Each catalog and its accompanying price list must include for each item:
    - (a) a part or model number, if applicable;
    - (b) a complete and accurate description of the item;



## Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

### Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

- (c) the manufacturer's suggested retail price (MSRP) or Contractor's list price;
- (d) a stock keeping unit (SKU) number (SKU) , if applicable;
- (e) the item's unit of measure (UOM), if applicable; and
- (f) the quantity in the unit of measure (QUOM), if applicable.

1.2.5 Contractor shall provide and maintain concurrent and identical electronic and hardcopy versions of all contracted price lists and catalogs.

- (a) The electronic versions are to be provided as an Amendment to the Contract.
  - i. State, at its discretion, may host Contractor's electronic price lists and catalogs directly, or may link through ProcureAZ as a punch-out.
  - ii. Regardless of the number and types of links to Contractor's electronic price lists and catalogs, Contractor shall ensure that all Eligible Agencies and Co-Op Buyers are only able to access one unified set of data.
- (b) Contractor shall supply sufficient, current hardcopy catalogs and price lists price lists to applicable Eligible Agencies at Contract commencement, and provide prompt hardcopy notice of any changes to list/catalog holders as they occur. Contractor shall not change State or any Eligible Agency (or any Co-Op Buyer, if applicable) for lists/catalogs or updates.

## 2.0 Pricing

2.1 CONTRACTOR'S BEST PRICING. Supplier warrants that, for the term of the Contract, the prices and discounts set out in Exhibit 1 to this Pricing Document, including any subsequent agreed amendment to it (the "Contract Pricing"), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent items of equipment and materials.

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

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

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

2.2 PRICING-ALL-INCLUSIVE:

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

2.3 PRICE INCREASES:



## Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

### Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

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

- (a) Initial Contract prices will be honored for one year after award of Contract.
- (b) All written requests for price adjustments made by the contractor shall be initiated thirty (30) days in advance of any desired price increase to allow State sufficient time to make a fair and equitable determination to any such requests. This may be waived upon proper documentation demonstrating the urgency of the request.
- (c) All price adjustments will be implemented by a formal contract change order. State shall determine whether the requested price increase or an alternate option is in the best interest of State.

#### 2.4 PRICE REDUCTIONS:

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

#### 2.5 ADDITIONAL CHARGES:

2.5.1 Any charges or fees not delineated in the Contract may not be added, billed, or invoiced under the Contract. All additional work shall be approved by Eligible Agency in advance and be in accordance with the contract rate.

#### 2.6 TRAVEL.

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

#### 2.7 DELIVERY

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

## 3.0 Funding

No particular funding considerations apart from paragraph 4.3 of the Uniform Terms and Conditions [*Availability of Funds*] have been identified as of the Solicitation date.



**Request for Proposal**  
 Solicitation No.  
**ADSP019-00008376**  
 Description:  
**Public Communications Equipment and Services**

Arizona Department of Administration  
**State Procurement Office**  
 100 N 15th Ave., Suite 402  
 Phoenix, AZ 85007

## 4.0 Invoicing

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

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

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

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

1. Materials or Services that have not been authorized on an acknowledged Order;
2. expediting, overtime, premiums, or upcharges absent State’s express prior approval; or
3. Materials or Services that are the subject of a Contract Amendment or Change Order that has not been fully signed.

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

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



## Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

### Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

- 4.6 DEFECTIVE INVOICES. Without prejudice to its other rights under the Contract or further obligation to Contractor, the ordering Eligible Agency or Co-Op Buyer may, at its discretion, reject any materially defective invoice.
- 4.6.1 The ordering Eligible Agency or Co-Op Buyer shall notify Contractor within 5 (five) business days after receipt if it determines an invoice to be materially defective.
- 4.6.2 Invoices will be deemed automatically rejected upon delivery if they:
- 4.6.2 (a) are sent to an incorrect address;
  - 4.6.2 (b) do not reference the correct State contract number; or
  - 4.6.2 (c) are payable to any Person other than the Contractor.
- 4.6.3 The ordering Eligible Agency or Co-Op Buyer will have no obligation to pay against a defective invoice unless and until Contractor has re-submitted it free of defects.
- 4.7 INVOICING FOR TASK ORDERS. For task order Services, invoices must include the following information as applicable to the relevant task order being invoiced against:
1. substantiation of hours worked using:
    - a. a detailed daily timesheet;
    - b. itemization to the task level; and
    - c. breakdown by service area (if the Contract covers more than one area) and Contract Amendment (if any apply);
  2. authorizations and receipts for all allowable reimbursable items being invoiced; and
  3. Contractor's certification that the invoice has been examined and to the best of Contractor's knowledge and belief the invoiced amounts are entitled, correct, and accurate as can be demonstrated by the contractually-required books and records upon State's demand.

## 5.0 Payments

- 5.1 PAYMENT. The applicable Eligible Agency or Co-Op Buyer shall pay undisputed amounts due to Contractor within the time period specified in Section 18.1 of the Special Terms and Conditions
- 5.2 JOINT CHECKS OR DIRECT PAY. applicable Eligible Agency or Co-Op Buyer may, but is under no obligation to, pay by joint check or to pay directly to any Subcontractor or other creditor to whom any portion of Contractor's requested payment is owed.
- 5.3 RECOVERY OF OVER-PAYMENT. If applicable Eligible Agency or Co-Op Buyer determines that an over-payment has been made to Contractor on any prior invoice, it shall inform Contractor of the amount and date of the over-payment and may deduct the over-paid amount from amounts then or thereafter due to Contractor.
- 5.4 PAYMENTS TO SUBCONTRACTORS. Contractor shall make payment of all undisputed amounts due to Subcontractors within thirty (30) days of receipt of funds from applicable Eligible Agency or Co-Op Buyer applicable to their services.
- 5.5 PURCHASING CARD. applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders using a purchasing card. Any and all fees related to payment using a Purchasing Card are the responsibility of Contractor. Unless otherwise stated in the Contract there will be no additional fees or increase in prices associated with this method of payment.
- 5.6 AUTOMATED CLEARING HOUSE. applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner from





## Request for Proposal

Solicitation No.  
ADSP019-00008376

Description:  
**Public Communications Equipment and Services**

Arizona Department of Administration

**State Procurement Office**

100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

Eligible Agencies, Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at:

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

End of Section 2-B



**Request for Proposal**  
 Solicitation No.  
**ADSP019-00008376**  
 Description:  
**Public Communications Equipment and Services**

Arizona Department of Administration  
**State Procurement Office**  
 100 N 15th Ave., Suite 402  
 Phoenix, AZ 85007

## SECTION 2-C: Special Terms and Conditions

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

### 1.0 Definition of Terms

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

**1.1. Co-Op Buyer**

“Co-Op Buyer” means a member of the State Purchasing Cooperative that has entered into a “Cooperative Purchasing Agreement” with the Arizona Department of Administration State Procurement Office under A.R.S. § 41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, “Co-Op Buyer” is to be construed as encompassing “eligible procurement unit” under A.A.C. R2-7-101(23).

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

**1.2. Eligible Agency**

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

### 2.0 Contract Interpretation

No modifications to uniform terms and conditions section

### 3.0 Contract Administration and Operation

**3.1 Term of Contract**

The term of the Contract will commence on the date indicated on the Acceptance and continue for five (5) years with an optional additional five (5) year term with annual renewal(s) for a total max term of ten (10) years unless canceled, terminated, or permissibly extended.

**3.2 Statewide Contract Provisions**

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

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

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



## Request for Proposal

Solicitation No.  
ADSP019-00008376

Description:  
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

<https://spo.az.gov/procurement-services/cooperative-procurement/coop-usage-report>

2. Contractor shall sell to Co-Op Buyers at the same price and on the same lead times and other terms and conditions under which it sells to Eligible Agencies, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).
3. Contractor shall pay State an administrative fee against all Contract sales to Co-Op Buyers, as provided for under A.R.S. § 41-2633. The fee rate is one (1%) percent. Failure to remit the administrative fees is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Method of calculation, payment procedures, and other details are provided on the State Procurement Office website:  
<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>
4. Contractor shall submit to State a quarterly usage report documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Purchase Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:  
<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>
5. Contractor shall acknowledge each Purchase Order from Eligible Agencies within 1 (one) business day after receipt by either: (a) "approving" the Purchase Order electronically in ProcureAZ, which will indicate Contractor's unqualified acceptance of the Purchase Order as-issued; or (b) "rejecting" the Purchase Order electronically in ProcureAZ, with a concurrent explanation by email to relevant originator as to the reason for rejecting it. By way of reminder, the only grounds on which Contractor may reject or refuse a Purchase Order are those set out in subparagraph 3.12.3 [*Orders are Obligatory*]. Unless and until Contractor has approved the Purchase Order in ProcureAZ, it will have no effect under the Contract and will not oblige either State or Contractor. If the relevant Eligible Agency explicitly instructs at the time that a verbal acceptance is sufficient because of urgency or other unusual circumstances and Contractor duly gives its verbal acceptance, then Contractor will be deemed to have accepted the Purchase Order immediately upon commencing performance, provided that, Contractor must follow-up its verbal acceptance by accepting the Purchase Order electronically in ProcureAZ within 3 (three) business days. Contractor shall thereafter be barred from subsequently rejecting the Purchase Order in ProcureAZ and if it does so the rejection will be void.
6. Contractor shall acknowledge each Purchase Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Purchase Orders from Co-Op Buyers create no obligation on State's part, since they are entirely



# Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

## Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

### 3.3 Multiple-Use Provisions

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

1. By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Pricing Document, then preparing an Purchase Order using those prices (e.g., filling out a purchase order form), and sending it to Contractor.
2. By instructing Contractor to provide a comprehensive proposal of item quantities, combinations, etc., or services hours, personnel, etc., for a defined scope using those established prices as a basis, then validating and negotiating the proposal with Contractor and issuing an Purchase Order if and when reaching agreement.
3. As described in (2) above but requesting the proposal from both Contractor and other vendors who are contracted within the applicable scope categories and locations, either sequentially or concurrently, then selecting the proposal or proposals combination that is most advantageous to State.
4. As described in (3) above but introducing ad-hoc commercial competition by making the selection and ordering conditional on obtaining more favorable prices than the contractually-established ones.

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

## 4.0 Costs and Payments

### 4.1 Proposal Costs

Costs Incurred During Proposal Development. The State will not be responsible for any cost incurred during the period of proposal development, including but not limited to On-Site Visits, Pre-Offer Conferences, Demonstrations and any other costs incurred by the Offeror in preparation for Bid Offering.

## 5.0 Contract Changes

No modifications to uniform terms and conditions section.

## 6.0 Risk and Liability

### 6.1 Contractor Insurance

#### Indemnification Clause

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, and any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers,



# Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

## Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This indemnification will survive the termination of the above listed contract with the Contractor.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

### Insurance Requirements

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

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

### Minimum Scope and Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below.

#### 1. Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$50,000
- Each Occurrence \$2,000,000

The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

#### 2. Business Automobile Liability

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

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

Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed



# Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

## Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

### 3. **Workers' Compensation and Employers' Liability**

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

Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

### 4. **Professional Liability (Errors and Omissions Liability)**

- Each Claim                      \$2,000,000
- Annual Aggregate      \$2,000,000

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

The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

### 4. **Technology Errors & Omissions Insurance**

- Each Claim                      \$2,000,000
- Annual Aggregate                      \$2,000,000

Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract.

Coverage shall include copyright infringement, infringement of trade dress, domain name, title or slogan.

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

### 5. **Network Security (Cyber) and Privacy Liability**

- Each Claim                      \$2,000,000
- Annual Aggregate                      \$2,000,000



## Request for Proposal

Solicitation No.  
ADSP019-00008376

Description:  
**Public Communications Equipment and Services**

Arizona Department of Administration

**State Procurement Office**

100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.

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

The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to vicarious liability of the insured arising out of the activities performed by or on behalf of the Contractor.

Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

### **6. Installation Floater**

- Coverage amount is \$\_\_\_ TBD At Award

Policy shall contain an Additional Insured endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees.

The State of Arizona and the Department shall be named as loss payee as its interest may appear.

Coverage shall be written on an all risk, replacement cost basis and shall include coverage for flood and earth movement as well as coverage for losses that may occur during equipment testing/commissioning.

Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the State of Arizona, has an insurable interest in the property required to be covered.

Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the State of Arizona.

The Installation Floater must provide coverage from the time the equipment/material becomes the responsibility of the Contractor and shall continue without interruption during the installation, testing and commissioning, including any time during which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site.

Policy shall contain a Waiver of Subrogation endorsement, as required by written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by the Contractor for the State of Arizona.

Contractor is responsible for the payment of all deductibles under the Installation Floater.

### **Additional Insurance Requirements**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:



## Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

### Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

#### **Notice of Cancellation**

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

#### **Acceptability of Insurers**

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

#### **Verification of Coverage**

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

#### **Subcontractors**

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

#### **Approval and Modifications**

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.





# Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

## Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

### Exceptions

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

### 7.0 Warranties

No modifications to uniform terms and conditions section.

### 8.0 State's Contractual Remedies

No modifications to uniform terms and conditions section.

### 9.0 Contract Termination

No modifications to uniform terms and conditions section.

### 10.0 Contract Claims

No modifications to uniform terms and conditions section.

### 11.0 General Provisions for Products

- 11.1 Applicability** Article 11 applies to the extent the Work is or includes Materials.
- 11.2 Off-Contract Materials** Contractor shall ensure that the design and/or procedures for the Materials ordering method prevents Purchase Orders for off-contract items or excluded items. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded item ordering, and endeavors to prevent such purchase orders from occurring, Contractor is responsible for not accepting any such Purchase Orders; State may, at its discretion, return any such items under subparagraph 11.17 or cancel any such Purchase Order under subparagraph 11.18, in either case being without obligation and at Contractor's expense. As used above, "off-contract item" refers to any product not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded item" refers to any product expressly stated in the Contract as being excluded from the Contract.
- 11.3 Compensation for Late Deliveries** Contractor shall have clear, published policies in place regarding late delivery, purchase order cancelation, discounts, or rebates given to compensate for late deliveries, etc., and make them readily available to those Eligible Agencies that are likely to need them.
- 11.4 Indicate Shipping Costs on Purchase Order** If shipping cost is additional to the contracted price or rate for an item, the Contractor shall identify the shipping cost it intends to add for shipping, as a separate line item on the price quote provided to ASDB. The Contractor shall also provide the required substantiating documentation for the shipping cost with the price quote. If ASDB approves paying a shipping cost, ASDB will list the agreed upon shipping cost as a line item on their Purchase Order, when it is issued. If there is no additional shipping cost, the Contractor shall indicate on the price quote that shipping is included in the Purchase Order price.
- 11.5 Current Products** Contractor shall keep all products being offered under the Contract: (a) in current and ongoing production; (b) in its advertised product lines; (c) as models or types that are actively functioning in other paying customer environments; and (d) in conformance to the requirements of the Contract.



# Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

## Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

- 11.6 Maintain Comprehensive Selection** Contractor shall provide at all times the comprehensive selection of products for which a price is established in the Pricing Document.
- 11.7 Additional Products** State, at its discretion, may modify the scope of the Contract by Contract Amendment to include additional products or product categories so long as they are within the general scope of the ones originally covered by the Contract. Once the Contract Amendment has been fully executed, Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. Either party may make the request to add products to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional products, but State may elect not to add some or all of the products in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include: (a) documentation demonstrating that the additional products meet or exceed the specifications for the original products while remaining in the same product groups as the original ones; and (b) documentation demonstrating that the proposed price for the additional products is both fair and reasonable and at the same level of discount relative to market price as were the original ones. Demonstration of (b) typically requires showing how prices at which sales are currently or were last made to a significant number of buyers compare to the prices or discounts (as applicable) being proposed for the additional products.
- 11.8 Discontinued Products** If a product or groups of products covered by the Contract are discontinued by the manufacturer, Contractor shall notify State within 5 (five) business days after receiving the manufacturer's notification. State, at its discretion, will either allow Contractor to provide substitutes for the discontinued products or delete the products from the scope of the Contract, both of which will be accomplished by Contract Amendment. Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. The parties shall negotiate in good faith a fair price for any substitute product, but State may elect to delete the products from the scope of the Contract if no agreement is reached on substitute pricing in a timely manner. When notifying State of the discontinuance, Contractor shall provide: (a) manufacturer's announcement or documentation stating that the products have been discontinued, with identification by model/part number; (b) documentation demonstrating that the substitute products meet or exceed the specifications for the discontinued products while remaining in the same product groups as were the discontinued ones; and (c) documentation demonstrating that the proposed price for the substitute products is both fair and reasonable and at the same level of discount relative to market price as were the discontinued ones (with demonstration being as described in subparagraph 11.7).
- 11.9 Forced Substitutions** Forced substitutions will not be permitted; Contractor shall obtain State's prior written consent before making any discretionary substitution for any product covered by the Contract.
- 11.10 Recalls** In the event of a recall notice, technical service bulletin, or other important notification affecting a product offered under the Contract (collectively, "recalls" hereinafter), Contractor shall send timely notice to State for each applicable Purchase Order referencing the affected Purchase Order and product. Notwithstanding whatever protection Contractor might have under A.R.S. § 12-684 with respect to a manufacturer, Contractor shall handle recalls entirely and without obligation on State's part, other than to permit removal of installed products, retrieval of stored products, etc., as necessary to implement the recall.
- 11.11 Delivery** 11.11.1 PRICING. Unless stated otherwise in the Pricing Document, all Materials prices set forth therein are FCA (seller's dock) Incoterms®2010, with "seller's dock" meaning the last place of manufacturing, assembly, integration, final packing, or warehousing before departure to designated point of delivery to State. For reference, the foregoing is to be construed as equivalent to "F.O.B. Origin, Contractor's Facility" under FAR 52.247-30.



# Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

## Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

11.11.2 **LIABILITY.** Unless stated otherwise in the Pricing Document or an Purchase Order, Contractor’s liability for all Materials is DDP (State-designated receiving point per Purchase Order) Incoterms®2010, but with unloading at destination included. For reference, the foregoing is to be construed as equivalent to “F.O.B. Destination, Within Consignee’s Premises” under FAR 52.247-35.

11.11.3 **PAYMENT.** Unless stated otherwise in the Pricing Document or an Purchase Order, State shall reimburse Contractor the costs of the difference between DDP (State-designated receiving point per Purchase Order) and FCA (seller’s dock) with no mark-up, which Contractor shall itemize and invoice separately.

**11.12 Delivery Time**

Unless stated otherwise in the Pricing Document generally or in the applicable Purchase Order particularly, Contractor shall make delivery within 2 (two) weeks or earlier after receiving each Purchase Order. If Contractor is unable to make delivery within 2 (two) weeks after receiving the Purchase Order, the Contractor will communicate expected delivery time to Eligible Agency within 24 hours after Purchase Order.

**11.13 Delivery Locations**

Contractor shall offer deliveries to every location served under the scope of the Contract, specifically:

1. if the Contract is for a single State agency in a single area, then Contractor shall deliver to any agency location in that area;
2. if the Contract is for a single State agency in all its locations, then Contractor shall deliver to any of that agency’s location in Arizona;
3. if the Contract is for statewide use but excludes certain areas, then Contractor shall deliver to any Eligible Agency location that is not in the excluded areas; and
4. if the Contract is for unrestricted statewide use, then:
  - a) Contractor shall deliver to any Eligible Agency anywhere in Arizona;
  - b) if the Pricing Document indicates defined delivery areas and prices, those always apply unless the Purchase Order expressly states otherwise and Contractor accepts it.

**11.14 Conditions at Delivery Location**

Contractor shall verify receiving hours and conditions (i.e. height/weight restrictions, access control, etc.) with the relevant purchaser for the receiving site before scheduling or making a delivery. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the verification or comply with the applicable conditions. Contractor shall make each delivery to the specific location indicated in the Purchase Order, which Contractor acknowledges might be inside an industrial building, institutional building, low-rise office building, or high-rise office building instead of a normal receiving dock. Contractor might be required to make deliveries to locations inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required for each delivery and driver individually. Contractor shall contact each such facility directly to confirm its most-current security clearance procedures, allowable hours for deliveries, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the confirmation or comply with the applicable conditions.

**11.15 Materials Acceptance**

State has the right to make acceptance of Materials subject to a complete inspection on delivery and installation, if installation is Contractor’s responsibility. State may apply as acceptance criteria conformity to the Contract, workmanship and quality, correctness of constituent materials, and any other matter for which the Contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected Materials



# Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

## Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

from the delivery location, or from any immediate environs to which it might have been reasonably necessary to move it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. State will not owe Contractor any payment for rejected Materials, and State may, at its discretion, withhold or make partial payment for any rejected Materials that have been returned to Contractor in those instances where State has agreed to permit repair instead of demanding replacement.

**11.16 Correcting Defects**

Contractor shall, at no additional cost and without entitlement to extension of any delivery deadline or specified time for performance, remove or exchange and replace any defective or non-conforming delivered or installed Materials.

1. Contractor shall be solely responsible for the cost of any associated cutting and patching, temporary protection measures, packing and crating, hoisting and loading, transportation, unpacking, inspection, repacking, reshipping, and reinstallation if installation is within the scope of the Contract.
2. If Contractor fails to do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [Right of Offset] of the Uniform Terms and Conditions.
3. Whether State will permit Contractor to repair in place or demands that Contractor remove and replace is at State’s discretion in each instance, provided that, State shall not apply that discretion punitively if repair in place is practicable and doing so would not create safety hazards, put property at risk, unreasonably interfere with operations, create public nuisance, or give rise to any other reasonable concern on State’s part.

**11.17 Returns**

State may, at its discretion, return for full credit and with no restocking charges any delivered Materials unused in the original packaging, including any instruction manuals or other incidental item that accompanied the original shipment, within 30 (thirty) days after receipt. If State elects to return delivered Materials, then State shall pay all freight, delivery, and transit insurance costs to return the products to the place from which Contractor shipped them, provided that, if State returns delivered Materials because they are defective or non-conforming or for any other reason having to do with Contractor fault or error, then State will not be responsible for paying freight, delivery, or transit insurance costs to return the products and may, at its discretion, either have those billed directly to Contractor or offset them under paragraph 8.5 [Right of Offset] of the Uniform Terms and Conditions.

**11.18 Purchase Order Cancellation**

State may cancel Purchase Orders within a reasonable period after issuance and at its discretion. The same method as that used for ordering will be used for cancellation. If State cancels an Purchase Order, then State shall:

1. pay Contractor for any portion of the Materials and Services from that Purchase Order that have been properly delivered or performed as of the cancellation effective date plus 1 (one) additional business day;
2. reimburse Contractor for:
  - a) its actual, documented costs incurred in fulfilling the Purchase Order up to the cancellation effective date plus 1 (one) additional business day; and
  - b) the cost of any obligations it incurred as of the cancellation effective date plus 1 (one) additional business day that demonstrably cannot be canceled, or that have pre-established cancelation penalties specified in the relevant Subcontracts, to the extent the penalties are reasonable and customary for the work in question; and



**Request for Proposal**  
 Solicitation No.  
**ADSP019-00008376**  
 Description:  
**Public Communications Equipment and Services**

Arizona Department of Administration  
**State Procurement Office**  
 100 N 15th Ave., Suite 402  
 Phoenix, AZ 85007

3. contractor shall not charge or be entitled to charge State for any new costs it incurs after receiving the cancelation notice plus 1 (one) business day or for any lost profits or opportunity.

By way of reminder, State is not liable for any products that were produced, shipped, or delivered or any services that were performed before Contractor had acknowledged the corresponding Purchase Order.

**11.19 Product Safety** Materials as-shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, State is not responsible for making any Materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant.

**11.20 Hazardous Materials** Contractor shall timely provide State with any "Safety Data Sheets" (SDS) and any other hazard communication documentation required under the US Department of Labor's Occupational Safety and Health Administration (OSHA) "Hazard Communication Standard" (often referred to as the "HazCom 2012 Final Rule") that is reasonably necessary for State to comply with regulations when it or its other contractors install, handle, operate, repair, maintain or remove any Materials. Note that, in the past, those documents might have been referred to as "Material Safety Data Sheets" or "Product Safety Data Sheets", but State (and this Contract) use only the more up-to-date "SDS" reference. Contractor shall ensure that all its relevant personnel understand the nature of and hazards associated with, to the extent it they are Contractor's responsibility under the Contract, the design, shipping, handling, delivery, installation, repair and maintenance of any portion of the Work that is, contains or will become upon use a hazardous material, with "hazardous material" being any material or substance that is: (1) identified now or in the future as being hazardous, toxic or dangerous under applicable laws; or (2) subject to statutory or regulatory requirement governing special handling, disposal or cleanup.

**12.0 General Provisions for Services**

- 12.1 Applicability** Article 12 applies to the extent the Work is or includes Services.
- 12.2 Comprehensive Services Offering** Contractor shall provide the comprehensive range of services for which a price is established in the Pricing Document for ordering by Eligible Agencies, and Co-Op Buyers if co-op buying applies.
- 12.3 Additional Services** State at its discretion may modify the scope of the Contract by Contract Amendment to include additional services or service categories that are within the general scope of the ones originally covered by the Contract if it determines that doing so is in its best interest. Once the Contract Amendment is fully executed, Contractor shall then update all applicable price lists and make them available to all affected entities at no additional cost. Either party may make the request to add services to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional services, but State may elect not to add some or all of the services in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include documentation demonstrating that the proposed price for the additional services is both fair and reasonable and comparable to the original ones.
- 12.4 Off-Contract Services** Contractor shall ensure that the design and/or procedures for the Services ordering method prevents Purchase Orders for off-contract or excluded services. Notwithstanding that State might have its own internal administrative rules regarding off contract or excluded service ordering, and endeavors to prevent such purchase orders from occurring, Contractor is responsible for not accepting any such Purchase Orders. State may, at its discretion, cancel any such Purchase Order without obligation. As used above, "off-contract service" refers to any



## Request for Proposal

Solicitation No.  
ADSP019-00008376

### Description: Public Communications Equipment and Services

Arizona Department of Administration

**State Procurement Office**

100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

service not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded service" refers to any service expressly excluded from the scope of the Contract.

#### 12.5 Removal of Personnel

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

#### 12.6 Transitions

During commencement, Contractor shall attend transition meetings with any outgoing vendors to coordinate and ease the transition so that the effect on State's operations is kept to a minimum. State may elect to have outgoing vendors complete some or all of their work or purchase orders in progress to ease the transition as is safest and most efficient in each instance, even if that scope is covered under the Contract. Conversely, State anticipates having a continued need for the same materials and services upon expiration or earlier termination of the Contract. Accordingly, Contractor shall work closely with any new (incoming) vendor and State to ensure as smooth and complete a transfer as is practicable. State's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming vendor. As with the incoming transition. State may permit Contractor (outgoing) to complete work or purchase orders in progress to ease the transition as is safest and most efficient in each instance.

#### 12.7 Accuracy of Work

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

#### 12.8 Requirements at Services Location

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

#### 12.9 Services Acceptance

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

#### 12.10 Corrective Action Required

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



# Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

## Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

1. Contractor shall provide to State a report detailing the identified cause and setting out its detailed corrective action plan promptly after the date the failure occurred (or the date when the failure first became apparent, if it was not apparent immediately after occurrence).
2. State may demand to review and approve Contractor’s analysis and plans, and Contractor shall make any corrections State instructs and adopt State’s recommendations so far as is commercially practicable, provided that State may insist on any measures it determines within reason to be necessary for safety or protecting property and the environment.
3. Contractor shall take the necessary action to avoid any like failure in the future, if doing so is appropriate and practicable under the circumstances.

### 13.0 Data and Information Handling

#### 13.1 Applicability

Article 13 applies to the extent the Work includes handling of any (1) State’s proprietary and sensitive data or (2) confidential or access-restricted information obtained from State or from others at State’s behest.

#### 13.2 Data Protection and Confidentiality of Information

Contractor warrants that it will establish and maintain procedures and controls acceptable to State for ensuring that State’s proprietary and sensitive data is protected from unauthorized access and information obtained from State or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the Contract, provided to Contractor by State, or prepared by others for State are proprietary to State, and all information by those same avenues is State’s confidential information. To comply with the foregoing warrant:

1. Contractor shall: (a) notify State immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (b) cooperate with State to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (c) notify State promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and
2. Contractor shall not: (a) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person’s individual performance of his or her duties under the Contract, unless State has agreed otherwise in advance and in writing; or (b) respond to any requests it receives from a third party for such data or information, and instead route all such requests to State’s designated representative.

#### 13.3 Personally Identifiable Information.

Without limiting the generality of paragraph 13.2, Contractor warrants that it will protect any personally identifiable information (“PII”) belonging to State’s employees’ or other contractors or members of the general public that it receives from State or otherwise acquires in its performance under the Contract.

For purposes of this paragraph:

1. PII has the meaning given in the [federal] Office of Management and Budget (OMB) *Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information*; and
2. “protect” means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) *Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information*.

NOTE (1): For convenience of reference only, the OMB memorandum is available at:



# Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

## Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

<https://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2007/m07-16.pdf>

NOTE (2): For convenience of reference only, the GSA directive is available at:

<http://www.gsa.gov/portal/directive/d0/content/658222>

### 13.4 Protected Health Information

Contractor warrants that, to the extent performance under the Contract involves individually identifiable health information (referred to hereinafter as protected health information (“PHI”) and electronic PHI (“ePHI”) as defined in the Privacy Rule referred to below), it:

1. is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (a) the “Privacy Rule” in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996; (b) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 (“ERISA”) as amended; and (c) State’s current and published PHI/ePHI privacy and security policies and procedures;
2. will cooperate with State in the course of performing under the Contract so that both State and Contractor stay in compliance with the requirements in (1) above; and
3. will sign any documents that are reasonably necessary to keep both State and Contractor in compliance with the requirements in (1) above, in particular “Business Associate Agreements” in accordance with the Privacy Rule.

NOTE: For convenience of reference only, the Privacy Rule is available at:

<http://www.hhs.gov/hipaa/for-professionals/privacy/index.html>

## 14.0 Information Technology Work

### 14.1 Applicability

Article 14 applies to any Invitation for Bids, Request for Proposals, or Request for Quotations for "Information Technology," as defined in A.R.S. § 41-3501(6) 6: “. . . computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, vendor support and related services, equipment and projects” if and to the extent that the Work is or includes Information Technology.

### 14.2 Background Checks

Each of Contractor’s personnel who is an applicant for an information technology position must undergo the security clearance and background check procedure, which includes fingerprinting, as required by A.R.S § 41-710. Contractor shall obtain and pay for the security clearance and background check. Contractor personnel who will have administrator privileges on a State network must additionally provide identify and address verification and undergo State-specified training for unescorted access, confidentiality, privacy, and data security.

### 14.3 Information Access

- 14.3.1 SYSTEM MEASURES. Contractor shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption application and tools to any systems or networks containing or transmitting State’s proprietary data or confidential information.
- 14.3.2 INDIVIDUAL MEASURES. Contractor personnel shall comply with applicable State policies and procedures regarding data access, privacy, and security, including prohibitions on remote access and obtaining and maintaining access IDs and passwords. Contractor is responsible to State for ensuring that any State access IDs and passwords are used only by the person to whom they were issued. Contractor shall ensure that personnel are only provided the minimum only such level of access necessary to perform his or duties. Contractor shall on request provide a current register of the access IDs and passwords and corresponding access levels currently assigned to its personnel.
- 14.3.3 ACCESS CONTROL. Contractor is responsible to State for ensuring that hardware, software, data, information, and that has been provided by State or belongs to or is in





# Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

## Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

the custody of State and is accessed or accessible by Contractor personnel is only used in connection with carrying out the Work, and is never commercially exploited in any manner whatsoever not expressly permitted under the Contract. State may restrict access by Contractor personnel, or instruct Contractor to restrict access their access, if in its determination the requirements of this subparagraph are not being met.

### 14.4 Pass-Through Indemnity

- 14.4.1 INDEMNITY FROM THIRD PARTY. For computer hardware or software included in the Work as discrete units that were manufactured or developed solely by a third party, Contractor may satisfy its indemnification obligations under the Contract by, to the extent permissible by law, passing through to State such indemnity as it receives from the third-party source (each a "Pass-Through Indemnity") and cooperating with State in enforcing that indemnity. If the third party fails to honor its Pass-Through Indemnity, or if a Pass-Through Indemnity is insufficient to indemnify State Indemnitees to the extent and degree Contractor is required to do by the Uniform Terms and Conditions, then Contractor shall indemnify, defend and hold harmless State Indemnitees to the extent the Pass-Through Indemnity does not.
- 14.4.2 NOTIFY OF CLAIMS. State shall notify Contractor promptly of any claim to which a Pass-Through Indemnity might apply. Contractor, with reasonable consultation from State, shall control of the defense of any action on any claim to which a Pass-Through Indemnity applies, including negotiations for settlement or compromise, provided that:
- (a) State reserves the right to elect to participate in the action at its own expense;
  - (b) State reserves the right to approve or reject any settlement or compromise on reasonable grounds and if done so timely; and
  - (c) State shall in any case cooperate in the defense and any related settlement negotiations.

### 14.5 Systems and Controls

In consideration for State having agreed to permit Pass-Through Indemnities in lieu of direct indemnity, Contractor agrees to establish and keep in place systems and controls appropriate to ensure that State funds under this Contract are not knowingly used for the acquisition, operation, or maintenance of Materials or Services in violation of intellectual property laws or a third party's intellectual property rights.

### 14.6 Redress of Infringement

- 14.6.1 REPLACE, LICENSE, OR MODIFY. If Contractor becomes aware that any Materials or Services infringe, or are likely to be infringing on, any third party's intellectual property rights, then Contractor shall at its sole cost and expense and in consultation with State either:
- (a) replace any infringing items with non-infringing ones;
  - (b) obtain for State the right to continue using the infringing items; or
  - (c) modify the infringing item so that they become non-infringing, so long as they continue to function as specified following the modification.
- 14.6.2 CANCELLATION OPTION. In every case under 14.6.1, if none of those options can reasonably be accomplished, or if the continued use of the infringing items is impracticable, State may cancel the relevant Purchase Order or terminate the Contract and Contractor shall take back the infringing items. If State does cancel the Purchase Order or terminate the Contract, Contractor shall refund to State:
- (a) for any software created for State under the Contract, the amount State paid to Contractor for creating it;
  - (b) for all other Materials, the net book value of the product provided according to generally accepted accounting principles; and
  - (c) for Services, the amount paid by State or an amount equal to 12 (twelve) months of charges, whichever is less.



# Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

## Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

- 14.6.3. EXCEPTIONS. Contractor will not be liable for any claim of infringement based solely on any of the following by a State Indemnitee:
  - (a) modification or use of Materials other than as contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor;
  - (b) operation of Materials with any operating software other than that supplied by Contractor or authorized or proposed by a Contractor Indemnitor; or
  - (c) combination or use with other products in a manner not contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor.

### 14.7 First Party Liability Limitation

- 14.7.1 LIMIT. Subject to the provisos that follow below and unless stated otherwise in the Special Terms and Conditions, State’s and Contractor’s respective first party liability arising from or related to the Contract is limited to the greater of \$1,000,000 (one million dollars) or 3 (three) times the purchase price of the specific Materials or Services giving rise to the claim.
- 14.7.2 PROVISOS. This paragraph 14.7 limits liability for first party direct, indirect, incidental, special, punitive, and consequential damages relating to the Work regardless of the legal theory under which the liability is asserted. This paragraph 14.7 does not limit liability arising from any:
  - (a) Indemnified Claim against which Contractor has indemnified State Indemnitees;
  - (b) claim against which Contractor has indemnified State Indemnitees; or
  - (c) provision of the Contract calling for liquidated damages or specifying amounts or percentages as being at-risk or subject to deduction for performance deficiencies.
- 14.7.2 PURCHASE PRICE DETERMINATION. If the Contract is for a single-agency and a single Purchase Order (or if no Purchase Order applies), then “purchase price” in Subparagraph 14.7.1 above means the aggregate Contract price current at the time of Contract expiration or earlier termination, including all change orders or other forms of Contract Amendment having an effect on the aggregate price through that date. In all other cases, “purchase price” above means the total price of the Purchase Order for the specific equipment, software, or services giving rise to the claim, and therefore a separate limit will apply to each Purchase Order.
- 14.7.3 NO EFFECT ON INSURANCE. This paragraph does not modify the required coverage limits, terms, and conditions of, or any insured’s ability to claim against, any insurance that Contractor is required by the Contract to provide, and Contractor shall obtain express endorsements that it does not.

### 14.8 Information Technology Warranty

- 14.8.1 SPECIFIED DESIGN. Where the Scope of Work for information technology Work provides a detailed design specification or sets out specific performance requirements, Contractor warrants that the Work will provide all functionality material to the intended use stated in the Contract, provided that, the foregoing warranty does not extend to any portions of the Materials that are:
  - (a) modified or altered by anyone not authorized by Contractor to do so;
  - (b) maintained in a way inconsistent to any applicable manufacturer recommendations; or
  - (c) operated in a manner not within its intended use or environment.
- 14.8.2 COTS SOFTWARE. With respect to Materials provided under the Contract that are commercial-off-the-shelf (COTS) software, Contractor warrants that:
  - (a) to the extent possible, it will test the software before delivery using commercially available virus detection software conforming to current industry standards;
  - (b) the COTS software will, to the best of its knowledge, at the time of delivery be free of viruses, backdoors, worms, spyware, malware, and other malicious code



# Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

## Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

that could hamper performance, collect unlawfully any personally identifiable information, or prevent products from performing as required by the Contract; and

- (c) it will provide a new or clean install of any COTS software that State has reason to believe contains harmful code.

14.8.3 PAYMENT HAS NO EFFECT. The warranties in this paragraph are not affected by State’s inspection, testing, or payment.

### 14.9 Specific Remedies

Unless expressly stated otherwise elsewhere in the Contract, State’s remedy for breach of warranty includes, at State’s discretion, re-performance, repair, replacement, or refund of any amounts paid by State for the nonconforming Work, plus (in every case) Contractor’s payment of State’s additional, documented, and reasonable costs to procure materials or services equivalent in function, capability, and performance at that first called for. For clarification of intent, the foregoing obligations are limited by the limitation of liability. If none of the foregoing options can reasonably be effected, or if the use of the materials by State is made impractical by the nonconformance, then State may seek any remedy available to it under law.

### 14.10 Section 508 Compliance

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 18-131 and § 18-132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

### 14.11 Cloud Applications

The following are required for Contractor of any “cloud” solution that hosts State data outside of the State’s network, or transmits and/or receives State data.

1. Submit a completed Arizona Baseline Infrastructure Security Controls assessment spreadsheet as found at: <https://aset.az.gov/resources/policies-standards-and-procedures>, and mitigate or install compensating controls for any issues of concern identified by State. Contractor is required to provide any requested documentation supporting the review of the assessment. The assessment shall be re-validated on a minimum annual basis.
2. State reserves the right to conduct Penetration tests or hire a third party to conduct penetration tests of the Contractor’s application. Contractor will be alerted in advance and arrangements made for an agreeable time. Contractor shall respond to all serious flaws discovered by providing an acceptable timeframe to resolve the issue and/or implement a compensating control.
3. Contractor must submit copy of system logs from cloud system to State of AZ security team on a regular basis to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).

Contractor must employ a government-rated cloud compartment to better protect sensitive or regulated State data.



**Request for Proposal**  
 Solicitation No.  
**ADSP019-00008376**  
 Description:  
**Public Communications Equipment and Services**

Arizona Department of Administration  
**State Procurement Office**  
 100 N 15th Ave., Suite 402  
 Phoenix, AZ 85007

**15.0 Agency Contract Administration and Operations – Department of Corrections**

**15.1 Drug Testing Program**

The Contractor shall implement a drug and alcohol testing program for applicants, employees and volunteers, at no additional cost to the Department. The Contractor shall ensure that all subcontractors implement the same drug and alcohol testing program required by the Department. The program shall meet the requirements of Department Order 522, Drug-Free Workplace.

**15.2 Department Policies and Procedures**

The contractor shall follow all Department policies, procedures and Department Orders (DO) and Directors Instruction (DI) i.e., drug-free workplace, dress code, grooming, etc. The policies, procedures, DO and DI are available on the following website [www.azcorrections.gov](http://www.azcorrections.gov).

**15.3 Notice Warning**

Any person who takes into or out of or attempts to take into or out of a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility, shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including, employee and visitors, entering upon these confines are subject to routine searches of their persons, vehicles,

Authority

A.R.S. §13-2501:

A.R.S. §13-2505

ADC Department Order 708

**15.4 Contraband**

Contraband means any dangerous drug, narcotic drug, intoxicating liquor or any kind, deadly weapon, dangerous instrument, explosive or any other article whose use of or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e., marijuana, nonprescription medications, etc.)

Promoting prison contraband A.R.S. § 13-2505:

A person, not otherwise authorized by law, commits promoting prison contraband:

- a. By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
- b. By knowingly conveying contraband to any persons confined in a correctional facility; or
- c. By knowingly making, obtaining, or possessing contraband while being confined in a correctional facility.

Promoting Prison Contraband is a Class 5 felony.

Authority

A.R.S. § 13-2501

A.R.S. § 13-2505

ADC Department Order 70814.4.2

**15.5 Rules and Regulations**

15.5.1 Attention of the Offerors is called to the requirements specified in **Attachment 6**, Rules for Non-Employees of the Department of Corrections in Arizona State Prison Complexes which shall be adhered to in all respects.

15.5.2 Should the Contractor require signatures of other parties such as subcontractor or persons directly or indirectly employed by the Contractor, it shall be the Contractor's responsibility to obtain such signatures. The signed document must be submitted within ten (10) days of notification of intent to award.



## Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

### Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

#### 15.6 Unlawful Sexual Conduct

- 15.6.1 A person – who is employed by the State Department of Corrections or the Department of Juvenile Corrections; is employed by a private prison facility or a city or county jail; Contracts to provide services with the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail; is an official visitor, volunteer or agency representative of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail – commits unlawful sexual conduct by intentionally or knowingly engaging in any act of a sexual nature with an offender who is in the custody of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail or with an offender who is under the supervision of either Department or a city or county.
- 15.6.2 This section does not apply to a person who is employed by the State Department of Corrections, a private prison facility or a city or county jail or who Contracts to provide services with the State Department of Corrections, a private prison facility or a city or county jail or an offender who is on release status if the person was lawfully married to the prisoner or offender on release status before the prisoner or offender was sentenced to the State Department of Corrections or was incarcerated in a city or county jail.
- 15.6.3 Unlawful sexual conduct with an offender who is under fifteen years of age is a class 2 felony. Unlawful sexual conduct with an offender who is between fifteen and seventeen years of age is a class 3 felony. All other unlawful sexual conduct is a class 5 felony.
- 15.6.4 Unlawful sexual conduct; correctional facilities; classification; Definition A.R.S. §13-1419.

#### 15.7 Federal Prison Rape Elimination Act 2003

- 15.7.1 The Contractor shall comply with the Federal Prison Rape Elimination Act of 2003.14.7.2

End of Section 2-C



**Request for Proposal**  
 Solicitation No.  
**ADSP019-00008376**  
 Description:  
**Public Communications Equipment and Services**

Arizona Department of Administration  
**State Procurement Office**  
 100 N 15th Ave., Suite 402  
 Phoenix, AZ 85007

SECTION 2-D:  
**Uniform Terms and Conditions**

*Version 2018 (2/1/2018)*

1.0 Definition of Terms

- 1.1 Acceptance** "Acceptance" means the document headed "Offer and Acceptance Form" bearing the State contract number once Procurement Officer has signed it to signify (1) State's formal acceptance of the Accepted Offer and (2) the formation of the Contract.
- 1.2 Accepted Offer** If State did not request a Revised Offer, then "Vendor Offer" means the Initial Offer.  
 If State did request a Revised Offer but not a Best and Final Offer, then "Accepted Offer" means the latest Revised Offer.  
 If State requested a Best and Final Offer, then "Accepted Offer" means the latest Best and Final Offer.
- 1.3 Arizona Procurement Code; A.R.S.; A.A.C.** The "Arizona Procurement Code, "A.R.S.," and "A.A.C." refers to Arizona Revised Statutes ("A.R.S.") § 41-2501, *et seq.*, and the rules promulgated thereunder, Arizona Administrative Code ("A.A.C.") R2-7-101, *et seq.*
- 1.4 Arizona TPT** "Arizona TPT" means Arizona Transaction Privilege Tax. For information, refer to the Arizona Department of Revenue (DOR) website at:  
<https://www.azdor.gov/business/transactionprivilegetax.aspx>.
- 1.5 Attachment** "Attachment" means any item that:
4. the Solicitation required Offeror to submit as part of the relevant Offer (e.g., Initial Offer, Revised Offer, or BAFO);
  5. was attached to an Offer when submitted; and
  6. was included in the Accepted Offer.
- 1.6 Contract** "Contract" " means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments or authorized Purchase Orders.
- 1.7 Contract Amendment** "Contract Amendment" means a document signed by Procurement Officer that has been issued for the purpose of making changes to the Contract after execution. Only the Procurement Officer responsible for this Contract has the authority to modify or amend this Contract. In ProcureAZ, the term "Change Order" has the same meaning as "Contract Amendment".
- 1.8 Contract Terms and Conditions** "Contract Terms and Conditions" means the Special Terms and Conditions and these Uniform Terms and Conditions taken collectively.
- 1.9 Contractor** "Contractor" means the Person identified on the Accepted Offer who has entered into the Contract with State.
- 1.10 Contractor Indemnitor** "Contractor Indemnitor" means Contractor or any of its owners, officers, directors, agents, employees, volunteers or Subcontractors.



# Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

## Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

- 1.11 eProcurement System (currently ProcureAZ)** “eProcurement System” means State’s official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy. This eProcurement System may be subject to change. The State’s current eProcurement system is “ProcureAZ.” The current version of the ADOA policy regarding the State’s eProcurement System is *Technical Bulletin No. 020, ProcureAZ – The Official State eProcurement System*.

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

NOTE (2): The URL for ProcureAZ itself is:  
<https://procure.az.gov/>
- 1.12 Gratuity** “Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.13 Indemnified Basic Claims** “Indemnified Basic Claims” means any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorney fees, and costs of claim processing, investigation and litigation, for bodily injury or personal injury, including death, or loss or damage to any real or tangible or intangible personal property, collectively. See paragraph 6.2.
- 1.14 Instructions to Offerors** “Instructions to Offerors” is Section 3-a of Part 3 of the Solicitation Documents.
- 1.15 Materials** “Materials” has the meaning given in A.R.S. § 41-2503(7). Materials includes software, except that if software is sold or provided as a service, then to the extent it consists of encoded information or computer instructions it is included in “Materials” and to the extent it is a service it described in “Services” below.
- 1.16 Offer: Initial Offer; Revised Offer; Best and Final Offer (BAFO)**

“Initial Offer” means, per A.A.C. R2-7-101(33), Offeror’s proposal submitted to State in response to the Solicitation, as initially submitted.

“Revised Offer” means any revised versions of the Initial Offer that Offeror has submitted to State at State’s request as permitted under A.A.C. R2-7-C314 and R2-7-C315.

“Best and Final Offer” (“BAFO”) means, per A.A.C. R2-7-101(8), the Revised Offer submitted after negotiations have been completed that contain Offeror’s most favorable terms for price, service, and products to be delivered.

Reference to “an Offer,” “the Offer,” or “your Offer” means any of the Initial Offer, a Revised Offer, or the Best and Final Offer.
- 1.17 Pricing Document** “Pricing Document” means Section 2-B of Part 2 of the Solicitation Documents, provided that, if there is no such Section in the Contract, then “Pricing Document” is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions.
- 1.18 Procurement Officer** “Procurement Officer” means the person, or his or her designee, who has been duly authorized by the State to enter into and administer the Contract and to make written determinations with respect to the Contract. Procurement Officer is as identified on the Acceptance unless subsequently changed by Contract Amendment.
- 1.19 Purchase Order** “Purchase Order” means the instrument by which State authorizes Contractor to perform some or all of the Work. Whether the Contract will have one Purchase Order or many Purchase Orders depends the scope of the Contract and how State will use it. The Special Terms and Conditions provide that information. Any of the following is to be construed as being a “Purchase Order”:

  1. “Release” or “Release Purchase Order” in ProcureAZ;



# Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

## Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

- 2. "task order", "service order," or "job order" when a Release Purchase Order for Services has already been committed in ProcureAZ; or
- 3. "purchase order" for buying by Co-Op Buyers, if co-op buying applies.

- 1.20 Services** "Services" has the meaning given in A.R.S. § 41-2503(35), Services include the service aspects of software described in the definition of "Materials" above.
- 1.21 Specification** "Specification" has the meaning given in A.R.S. § 41-2561. Specifications (if any are included in the Contract), are indexed in the Scope of Work and could be bound separately from the other documents forming the Contract.
- 1.22 State** With respect to the Contract generally, "State" means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Purchase Order, "State" means each of Eligible Agency or Co-Op Buyer who has issued the Purchase Order.
- 1.23 State Fiscal Year** "State Fiscal Year" means the period beginning with July 1 and ending June 30.
- 1.24 State Indemnitees** "State Indemnitees" means, collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.
- 1.25 Subcontract** "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party, delegating, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.26 Subcontractor** "Subcontractor" has the meaning given in A.R.S. § 41-2503(38).
- 1.27 Work** "Work" means the totality of the provision of Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.

## 2.0 Contract Interpretation

- 2.1 Arizona Law** The Contract is governed by, and is to be interpreted in accordance with, the laws of the State of Arizona, including, but not limited to the Arizona Procurement Code, without consideration of conflict of laws principles.
- 2.2 Implied Terms** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 Contract Order of Precedence**

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

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

  - (a) Contract Amendments;
  - (b) the Solicitation Documents, in the order:
    - (1) Special Terms and Conditions;
    - (2) Exhibits to the Special Terms and Conditions;





# Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

## Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

- (3) Uniform Terms and Conditions;
  - (4) Scope of Work;
  - (5) Exhibits to the Scope of Work;
  - (6) Pricing Document;
  - (7) Exhibits to the Pricing Document;
  - (8) Specifications; and
  - (9) any other documents referenced or included in the Solicitation;
- (c) Orders, in reverse chronological order; and
  - (d) Accepted Offer.

- 2.4 Severability** The provisions of this Contract are severable to the extent allowed under Arizona Contract Law. Any term or condition deemed or adjusted illegal or invalid is thereby stricken from the Contract and will not affect any other term or condition of the Contract..
- 2.5 Complete Integration** The Contract, including any documents incorporated into the Contract by reference and any authorized Contract Amendments and Orders, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the Contract. No course of prior dealings between the parties shall supplement or explain any terms used in this document and no other understanding either oral or in writing can independently bind the State to changes to the Contract.
- 2.6 Independent Contractor** Contractor is an independent contractor and shall act in an independent capacity in performance under the Contract. Neither party is or is to be construed as being to be the employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.
- 2.7 No Waiver of Rights** Either party's failure to insist on strict performance of any term or condition of the Contract is not, and is not to be construed as being, nor will it be deemed, a waiver of that term or condition or a bar to, or diminishment of the right of, subsequent enforcement of any term or condition.

### 3.0 Contract Administration and Operation

- 3.1 Books and Records; Audit**
  - 3.1.1 **RETAIN RECORDS.** By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating for any cost and pricing data submitted in satisfaction of § 41-2543 for the period specified in the statute.
  - 3.1.2 **RIGHT TO AUDIT.** The retained books and records are subject to audit by State during that period. By A.R.S. § 35-214 and-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to performance under the Contract for the period specified in the statute and those retained books and records are subject to audit by State during that period.
  - 3.1.3 **AUDITING.** Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.1.1 and 3.1.2 available to State at all reasonable times or produce the records at a designated State office on State's demand, the choice of which being at State's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities. Any person who obstructs or impairs an audit being conducted or about to be conducted in relation to and Contract or Subcontract with the State may be found guilty of a Class 5 Felony under A.R.S. § 35-215.
- 3.2 Non-Discrimination** The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.



# Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

## Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

### 3.3 Contractor Licenses

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

### 3.4 Inspection and Testing

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

### 3.5 Notices and Correspondence

3.5.1 TO CONTRACTOR. State shall:

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

3.5.2 TO STATE. Contractor shall :

- (a) address all Contract correspondence, other than notices, to the email address indicated in "Contact Instructions" in the ProcureAZ Summary for State; and
- (b) address any required notices to State to Procurement Officer identified as "Purchaser" in the ProcureAZ Summary at the following mailing address:

Arizona Department of Administration  
State Procurement Office  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

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

### 3.6 Signing of Contract Amendments

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

- 4. extension of the term of the Contract within the maximum aggregate term;
- 5. revision to Procurement Officer appointment or contact information; or
- 6. modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the Contract.

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

### 3.7 Click-Through Terms and Conditions

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



# Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

## Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

State user is required to accept or be made subject to any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.

### 3.8 Ownership of Intellectual Property

- 3.8.1 RIGHTS IN WORK PRODUCT. All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor’s administrative communications and records relating to the Contract, are considered work product and Contractor’s property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.
- (a) “Government Purpose Rights” are:
- i. the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;
  - ii. the right to release or disclose that work product to third parties for any State government purpose; and
  - iii. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.
- (b) “Government Purpose Rights” do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.
- 3.8.2 JOINT DEVELOPMENTS. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.
- 3.8.3 PRE-EXISTING MATERIAL. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.8.1 above, and will remain the exclusive property of Contractor, provided that any derivative works of such pre-existing material or elements thereof that are created pursuant to the Contract are part of that work product.

### 3.9 Subcontracts

- 3.9.1 INITIAL LIST. At the time of Contract execution, Contractor may have listed prospective Subcontractors in Attachment 3-C to the Vendor Offer [*Proposed Subcontractors*]. If a Subcontractor is on this initial list in a Vendor Offer, then the Contractor has the Procurement Officer’s advance consent to enter into a Subcontract with each listed candidate.
- 3.9.2 ADDITIONAL NAMES. Contractor shall not enter into a Subcontract without first obtaining Procurement Officer’s written consent with any prospective Subcontractor that (a) was not listed on Attachment 3-C at time of Contract execution or (b) is for any Materials or Services categories other than the ones for which they were previously consented. For either case (a) or (b), Contractor shall submit a written request sufficiently in advance of the need date for those materials or services so that performance under the Contract is not impaired. Procurement Officer may request any additional information he or she determines is necessary to assess the submittal, and may withhold consent pending it.



# Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

## Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

3.9.3 FLOW-DOWN. Contractor shall incorporate the provisions, terms, and conditions of the Contract into every Subcontract by inclusion or by reference, as appropriate. When making any post-execution consent requests, Contractor shall include its warrant that it will do the same for the pending Subcontracts covered by the request. Entering into Subcontracts will not relieve Contractor of any of its obligations or duties under the Contract, including, among other things, the duty to supervise and coordinate the work of Subcontractors. Nothing contained in any Subcontract will create or is to be construed as creating any contractual relationship between State and the Subcontractor.

**3.10 E-Verify Requirements** In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. Contractor acknowledges and agrees that under A.R.S. § 41-4401, State retains the legal right to inspect papers of any Contractor employee who works under the Contract to ensure compliance with the foregoing warranty and understands that a breach of the foregoing warranty under shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract.

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

**3.12 Purchase Orders**

3.12.1 PURCHASE ORDER SUFFICIENCY. A Purchase Order issued by an authorized person that cites the correct State contract number will suffice to authorize Contractor to provide the Materials and perform the Services covered by that Purchase Order.

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

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

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

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

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

**3.13 Other Contractors** State may undertake with its own forces or award other contracts to the same or other vendors for additional or related work. In such cases, Contractor shall cooperate fully with State's



# Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

## Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

employees and such other vendors and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, services, or records to State or the other vendors. Contractor shall not commit or permit any act that interferes with the State's or other vendors' performance of their work.

### 3.14 Work on State Premises

- 3.14.1 COMPLIANCE WITH RULES. Contractor is responsible for ensuring that its personnel comply with State's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing Materials or performing Services on State's grounds or in its facilities. Contractor shall comply with State security requirements in order to deliver, install, or perform at that particular location, without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the Contract.
- 3.14.2 PROTECTION OF GROUNDS AND FACILITIES. Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Contractor shall promptly repair or replace any damage it caused and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [*Right of Offset*].

### 3.15 Advertising, Publishing and Promotion of Contract

Contractor shall not advertise, promote, or otherwise use information concerning the Contractor commercial benefit without the prior written approval of Procurement Officer, which approval Procurement Officer may withhold at his or her discretion.

## 4.0 Costs and Payments

### 4.1 Payments

- 4.1.1 PAYMENT DEADLINE. State shall make payments in compliance with Arizona Revised Statutes Titles 35 and 41. Unless stated otherwise in the Pricing Document, State shall make payment in full for Materials that have been delivered and accepted and Services that have been performed and accepted within the time specified in A.R.S. § 35-342 after both of the following become true: (a) all of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Services being invoiced have been performed and accepted; and (b) Contractor has provided a complete and accurate invoice in the form and manner called for in the Pricing Document, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in ProcureAZ and provided a current IRS Form W-9 or an equivalent form to the State unless excused by law from providing one.
- 4.1.2 PAYMENTS ONLY TO CONTRACTOR. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, State will only make payment to Contractor under the federal tax identifier indicated on the Vendor Offer.

### 4.2 Applicable Taxes

- 4.2.1 CONTRACTOR TO PAY ALL TAXES. State is subject to Arizona TPT. Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractor's responsibility (as seller) to remit. Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from an Eligible Agency or Co-Op Buyer (as buyer) will not relieve Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless stated otherwise in the Pricing Document, all prices therein include Arizona TPT as well as every other manner of transaction privilege or sales/use tax that is due to a municipality or another state or its political subdivisions. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel.
- 4.2.2 TAX INDEMNITY. Contractor shall hold State harmless from any responsibility for taxes or contributions, including any applicable damages and interest, that are due to federal, state, and local authorities with respect to the Work and the Contract, as well any



# Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

## Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

related costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers' compensation insurance.

**4.3 Availability of Funds for the Next State fiscal year**

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

**4.4 Availability of Funds for the current State fiscal year**

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

- 4.4.1. Accept a decrease in price offered by the contractor;
- 4.4.2. Cancel the Contract; or
- 4.4.3. Cancel the contract and re-solicit the requirements

### 5.0 Contract Changes

**5.1 Amendments**

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

**5.2 Assignment and Delegation**

- 5.2.1 IN WHOLE. Contractor shall not assign or delegate its duties under the Contract, in whole or in part, without Procurement Officer's prior written consent; Procurement Officer may withhold at his or her discretion. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving State satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when State first awarded it the Contract.
- 5.2.2 IN PART. Subject to paragraph 3.9 (*Subcontracts*) with respect to subcontracting, Contractor may assign particular rights or delegate particular duties under the Contract, but shall obtain Procurement Officer's written consent before doing so. Procurement Officer shall not unreasonably withhold consent so long as the proposed assignment or delegation does not attempt to modify the Contract in any way or to alter or impair State's rights or remedies under the Contract or laws.

### 6.0 Risk and Liability

**6.1 Risk of Loss**

Contractor shall bear all risk of loss to Materials if, and as, those duties are within the scope of the Work, until they have been accepted as conforming by State in the manner specified in the Purchase Order, or as specified generally elsewhere in the Contract if the Purchase Order does not provide particulars. Risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.

**6.2 Basic Indemnification**

6.2.1 CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless State Indemnitees from Indemnified Basic Claims that: (a) are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor Indemnitor; (b) arise out of or are recovered under worker compensation laws; and/or (c) arise out of a Contractor Indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor Indemnitors shall indemnify the relevant State Indemnitees from and against Indemnified Basic Claims in all instances except where the Indemnified Basic Claim



## Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

### Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

arises solely from those State Indemnitees' own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor Indemnitors with respect to State Indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor Indemnitors. In consideration of the award of the Contract by a State Indemnitee, Contractor hereby waives all rights of subrogation against State Indemnities for losses arising from the Work.

If Contractor is a public agency, this paragraph does not apply and subparagraph 6.2.1 below applies instead.

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

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

#### 6.3 Patent and Copyright Indemnification

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

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

If Contractor is a public agency, this paragraph 6.3 does not apply.

#### 6.4 Force Majeure

6.4.1 DEFINITION. For this paragraph, "force majeure" means an occurrence that is (a) beyond the control of the affected party, (b) occurred without the party's fault or negligence, and (c) something the party was unable to prevent by exercising reasonable diligence. Without limiting the generality of the foregoing, force majeure expressly includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authorities, and, subject to paragraph 7.10 (*Performance in Public Health Emergency*), declared public health emergencies. Force majeure expressly does not include late delivery caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, late performance by a Subcontractor unless the delay arises out of an occurrence of force majeure, or inability of either Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

6.4.2 RELIEF FROM PERFORMANCE. Except for payment of sums due, the parties are not liable to each other if an occurrence of force majeure prevents its performance under the Contract. If either party is delayed at any time in the progress of their respective performance under the Contract by an occurrence of force majeure, the delayed party



# Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

## Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

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

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

6.4.4 DEFAULT DIMINISHES RELIEF. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case and to that extent the other party's normal remedies and the affected party's obligations would apply undiminished.

**6.5 Third Party Antitrust Violations**

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

### 7.0 Warranties

**7.1 Liens**

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

**7.2 Conformity to Requirements**

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

**7.3 Quality**

Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for 1 (one) year after acceptance by the State of the materials, they shall be:

- 7.3.1. Of a quality to pass without objection in the trade under the Contract description;
- 7.3.2. Fit for the intended purposes for which the materials are used;
- 7.3.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.3.4. Adequately contained, packaged and marked as the Contract may require; and
- 7.3.5. Conform to the written promises or affirmations of fact made by the Contractor.

**7.4 Inspection/Testing**

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

**7.5 Compliance with Laws**

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





# Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

## Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

**7.6 Survival of Rights and Obligations after Contract Expiration or Termination**

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

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

**7.7 Contractor Personnel**

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

**7.8 Intellectual Property**

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

**7.9 Operational Continuity**

Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.2 (*Assignment and Delegation*) that expressly recognizes the event.

**7.10 Performance in Public Health Emergency**

Contractor warrants that it will:

1. have in effect promptly after commencement a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum: (a) identification of response personnel by name; (b) key succession and performance responses in the event of sudden and significant decrease in workforce; and (c) alternative avenues to keep sufficient product on hand or in the supply chain; and
2. provide a copy of its current plan to State within 3 (three) business days after State's written request. If Contractor claims relief under paragraph 6.4 (*Force Majeure*) for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.

For clarification of intent, being obliged to implement the plan is not of itself an occurrence of force majeure, and Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement it. Furthermore, failure to have or implement an appropriate plan will be a material breach of contract.

**7.11 Lobbying**

7.11.1 PROHIBITION.

(a) Contractor warrants that:

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



# Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

## Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

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

- (b) Contractor shall implement and maintain adequate controls to assure compliance with (a) above.
- (c) Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

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

### 8.0 State's Contractual Remedies

**8.1 Right to Assurance**

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

**8.2 Stop Work Order**

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

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

**8.3 Non-exclusive Remedies**

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

**8.4 Nonconforming Tender**

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

**8.5 Right of Offset**

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

### 9.0 Contract Termination

**9.1 Cancellation for Conflict of Interests**

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



# Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

## Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

- 9.2 Gratuities**

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

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

The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.
- 9.5 Termination for Default**
  - 9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
  - 9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
  - 9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
- 9.6 Continuation of Performance Through Termination**

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

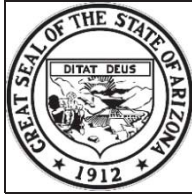
### 10.0 Contract Claims

- 10.1 Claim Resolution**

Notwithstanding any law to the contrary, all contract claims or controversies under the Contract are to be resolved according to the Arizona Procurement Code, including judicial review under A.R.S. § 12-1518.
- 10.2 Arbitration**

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

End of Section 2-D  
End of Part 2



**Request for Proposal**  
**Solicitation No.**  
**ADSP019-00008376**  
 Description:  
**Public Communications Equipment and Services**

Arizona Department of Administration  
**State Procurement Office**  
 100 N 15th Ave., Suite 402  
 Phoenix, AZ 85007

Attachment 3-C  
**Proposed Subcontractors**

Check "NO" if you **WILL NOT** subcontract any portion of the Work and will therefore be carrying out all of the Work with your own personnel.

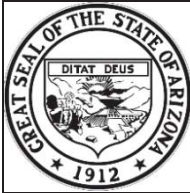
NO, the Offeror will not subcontract any portion of the Work.

If you WILL subcontract any portion of the Work, check "YES" below and list name of persons or companies you propose to use as subcontractors.

1. Fill in the information for every significant subcontractor – indicate the type of work the subcontractor will perform under the Contract, and their approximate percentage of the total Contract work.
2. Provide copies of relevant certifications each one possesses in the Attachment Supplements section.
3. Provide description of quality assurance methods and quality control measures that you will use to ensure that Subcontractor work meets the Contract requirements.
4. State may demand additional information about proposed subcontractors as a precondition of award.

YES, the Offeror will use the Subcontractors listed below:

	Name and contact information	Small Business	Work to be performed	%
1.	Gila Electronics 2481 E Palo Verde St Yuma, AZ 85365 (928) 726-0896	YES	Front-line sales, support, engineering, and field service as a regional Manufacturer's Representative ("MR") of Motorola serving primarily Yuma, La Paz, and Mohave counties.	5
2.	ADW Communications 14350 N 87th St #145 Scottsdale, AZ 85260 (480) 291-6820	YES	Provides turnkey project management, engineering, and construction services for wireless infrastructure.	5
3.	Mangum Civil Constructors, Inc., 1075 E Salter Dr Phoenix, AZ 85024 (602) 466-3926	YES	Full range of construction and technical services in the general and wireless construction industry and are an "In-House" builder with it's own civil, tower, DC and fiber crews	5
4.	High Desert Communications, Inc., 372 W Cullumber Ave Gilbert, AZ 8523 (480) 632-0020	NO	Full service communication site/tower design, engineering, installation, and ongoing support.	5
5.	NB Construction, Inc., 16602 N 23rd Ave Ste 111 Phoenix, AZ 85023 (480) 947-3599	NO	Provider of wireless communications site development services for government, enterprise and commercial carriers.	5



## Request for Proposal

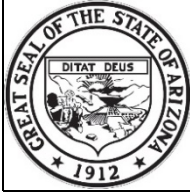
Solicitation No.  
ADSP019-00008376  
Description:

### Public Communications Equipment and Services

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

6.	Arizona West Builders, Inc., 7515 S Atwood Mesa, AZ 85212 (480) 988-3630	NO	Licensed general contractor that specializes in “turn-key” construction and maintenance solutions for the cellular industry including tower erection, foundations, excavations, electrical, RF and microwave installation/services, site surveys, power and Telco coordination services.	5
7.	Pyramid Network Services, LLC. 6615 Towpath Road East Syracuse, NY 13057 (315) 701-1300	NO	Pyramid is Motorola Solutions largest preferred vendor for site development services across the United States and Canada, and has completed over 340 distinct public safety projects. Pyramid Network Services— is a leading nationwide turnkey communications systems contractor delivering cost effective solutions to design, develop and deploy wireless communications networks for both commercial carriers AND Federal, State, & Local public safety agencies.	5

End of Attachment 3-C



**Request for Proposal**  
**Solicitation No.**  
**ADSP019-00008376**  
 Description:  
**Public Communications Equipment and Services**

Arizona Department of Administration  
**State Procurement Office**  
 100 N 15th Ave., Suite 402  
 Phoenix, AZ 85007

Attachment 5-B  
**Conformance Statements**

STATE WILL NOT CONSIDER ANY EXCEPTIONS UNLESS DESIGNATED ON THIS FORM.

READ PARAGRAPH **ERROR! REFERENCE SOURCE NOT FOUND.** OF THE INSTRUCTIONS TO OFFERORS BEFORE TAKING ANY EXCEPTIONS – TAKING EXCEPTIONS CAN BE GROUNDS FOR STATE REJECTING OR DOWN-GRADING YOUR OFFER IN EVALUATION.

**CONFORMANCE TO THE INSTRUCTIONS:**  
 (PART 3 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to “YES”:

- YES – Offeror acknowledges that it has read and understands the Instructions to Offerors in Section 3-A of the Solicitation Documents and attests that its Offer complies with both.
- NO – Offeror acknowledges that it has read and understands the Instructions to Offerors in Section 3-A of the Solicitation Documents, and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 1.**

**CONFORMANCE TO THE TECHNICAL DOCUMENTS:**  
 (PART 2 OF THE SOLICITATION)

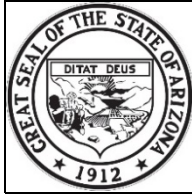
Check one of the following – if neither is checked, State will assume that as equivalent to “YES”:

- YES – Offeror acknowledges that it has read and understands the Scope Document and the Pricing Document in Part 2 of the Solicitation Documents and attests that its Offer complies with both.
- NO – Offeror acknowledges that it has read and understands the Scope Document and the Pricing Document in Part 2 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 2.**

**CONFORMANCE TO THE CONTRACT TERMS AND CONDITIONS:**  
 (PART 2 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to “YES”:

- YES – Offeror acknowledges that it has read and understands the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices, in Part 2 of the Solicitation Documents and attests that its Offer complies with both.
- NO – Offeror acknowledges that it has read and understand the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices in Part 2 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 3.**



**Request for Proposal**  
**Solicitation No.**  
**ADSP019-00008376**  
**Description:**  
**Public Communications Equipment and Services**

Arizona Department of Administration  
**State Procurement Office**  
 100 N 15th Ave., Suite 402  
 Phoenix, AZ 85007

ATTACHMENT 5-B Supplement No. 1:  
**Exceptions to Instructions**

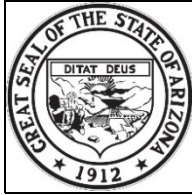
Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
<b>Section 1-A: Solicitation Details</b>		
<b>x</b>	<b>x</b>	<b>x</b>
<b>x</b>	<b>x</b>	<b>x</b>
<b>x</b>	<b>x</b>	<b>x</b>
<b>Section 1-B: Instructions to Offerors</b>		
<b>6.3 Cost or Pricing Data</b>	Pursuant to A.R.S § 41-2543 per A.A.C. R2-7-702(B)(2), Motorola certifies to the best of its knowledge and belief the pricing provided within its response is accurate, complete and current. Motorola will cooperate with reasonable requests for pricing validity information but will not be required to provide its internal cost and pricing data which it considers confidential and proprietary information.	9.16.19 See attached Change Log to Attachment 5-B Exceptions, ("5-B Change Log").

Motorola Solutions, Inc.

Company Name

Signature of Person Authorized to Sign

**NOTE: Offeror must sign and return all Attachment 5-B Supplements Nos. 1 – 3 (even if not submitting exceptions)**



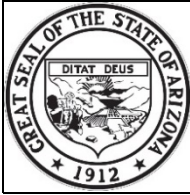
**Request for Proposal**  
**Solicitation No.**  
**ADSP019-00008376**  
 Description:  
**Public Communications Equipment and Services**

Arizona Department of Administration  
**State Procurement Office**  
 100 N 15th Ave., Suite 402  
 Phoenix, AZ 85007

ATTACHMENT 5-B Supplement No. 2:  
**Exceptions to Technical and Commercial**

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
<b>Section 2-A: Scope of Work (Technical Document)</b>		
<b>2.49.4 E&amp;M / DC Control</b>	Comply with clarification, No DC Control, Exception on DC Contact Keying	9.16.19 See attached 5-B Change Log for all Section 2-A.
<b>2.52.1 Physical Construction</b>	Comply w/ one exception 36.8 lbs x	
<b>2.52.5</b>	Exception 10Mhz to 1050Mhz (useable from 100kHz); Optional to 2700MHz	
<b>2.55.1 x</b>	Exception 10Mhz to 1050Mhz (useable from 100kHz); Optional to 2700MHz	
<b>3.23.1x</b>	Exception- PTP820 doesn't provide way-side service channel.	
<b>3.37 Feed Connection</b>	Exception-TNC connectors	
<b>3.39.1</b>	Exception – 100/200KHz options not supported (OK) - cnReach is a software defined radio. In 900 MHz MAS band current max bandwidth is 50 kHz but 100/200 kHz channels can be added via roadmap.	
<b>Capacity Received Signal Level (RSL) in dBm (c) 28 - DS-1 / 10 MHz -73 76 73 76 77</b>	Exception-not offered	
<b>Capacity Received Signal Level (RSL) in dBm d) 84 - DS-1 / 30 MHz -68 72 69 71 73</b>	Exception not offered	





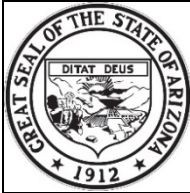
# Request for Proposal

Solicitation No.  
**ADSP019-00008376**  
 Description:

**Public Communications Equipment and Services**

Arizona Department of Administration  
**State Procurement Office**  
 100 N 15th Ave., Suite 402  
 Phoenix, AZ 85007

<b>Capacity Received Signal Level (RSL) in dBm</b> <b>(b) 28 - DS-1 / 10 MHz -80</b>	Exception not offered	
<b>Capacity Received Signal Level (RSL) in dBm</b> <b>(c) 84 - DS-1 / 30 MHz -67 73</b>	Exception not offered	
<b>Capacity Received Signal Level (RSL) in dBm</b> <b>(b) 28 - DS-1 - 78</b>	Exception not offered	
<b>Capacity Received Signal Level (RSL) in dBm</b> <b>(c) 84 - DS-1 - 68 73</b>	Exception not offered	
<b>4.5.1</b>	<b>Exception-Motorola has a 2-yr standard warranty on microwave and LMR antennas. If any products are discontinued Motorola will be able to provide spare parts and repair for a period of 7 yrs.</b>	
<b>5.15.12</b>	Motorola does not support DC control	
<b>5.16.2 Panel Wiring/Remote Electronic Circuitry- FPD consoles (a)</b>	Exception CAT5e cable range is only 100 mts. However, Motorola can provide a fiber link to connect the base station to the Conventional interface.	
<b>5.16.2 Panel Wiring/Remote Electronic Circuitry- FPD consoles (b)</b>	Exception CAT5e cable range is only 100 mts. However, Motorola can provide a fiber link to connect the base station to the Conventional interface.	
<b>5.16.5 Maintainability (a)</b>	Exception Motorola's CCGWs can support from 1 to 8 channels per module.	



**Request for Proposal**  
**Solicitation No.**  
**ADSP019-00008376**  
 Description:  
**Public Communications Equipment and Services**

Arizona Department of Administration  
**State Procurement Office**  
 100 N 15th Ave., Suite 402  
 Phoenix, AZ 85007

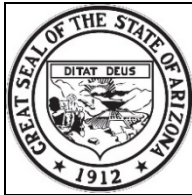
Section 2-B: Commercial Document		
<p><b>Section 2.1</b>  <b>Contractor</b>  <b>Best Pricing</b></p>	<p>Motorola takes exception to this provision and requires its removal.</p>	<p>Motorola Solutions builds communication equipment, systems and solutions that do not fit within a standard conventional pricing framework. Due to the unique pricing and design specifications for each customer's communication equipment, system and solution requirements, Motorola Solutions cannot guarantee that the pricing offered in this proposal is no higher or lower than prices offered to other customers<sup>9.16.19</sup> See attached 5-B Change Log.</p>

Motorola Solutions, Inc.

Company Name

Signature of Person Authorized to Sign

**NOTE: Offeror must sign and return all Attachment 5-B Supplements Nos. 1 – 3 (even if not submitting exceptions)**

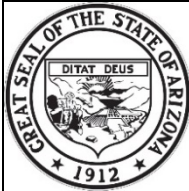


**Request for Proposal**  
**Solicitation No.**  
**ADSP019-00008376**  
 Description:  
**Public Communications Equipment and Services**

Arizona Department of Administration  
**State Procurement Office**  
 100 N 15th Ave., Suite 402  
 Phoenix, AZ 85007

ATTACHMENT 5-B Supplement No. 3:  
**Exceptions to Contract Terms & Conditions**

Article/ Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 3-A: Special Terms & Conditions		
<b>Section 6.1 Contractor Insurance Indemnification Clause</b>	Motorola complies with the general indemnification described in this section subject to removing the words "or intangible" and "arising or recovered under the Worker's Compensation Law".	Motorola believes that Workers Compensation is provided for and covered in Subsection 6.1.3. The proposed edits are consistent with the indemnification language agreed by the State in previous contracts, including ADSP013-036880. 9.16.19 See attached 5-B Change Log
<b>Section 6.1 Contractor Insurance-Insurance Requirements</b>	Please see the attached proposed modifications for how Motorola can comply with the State's insurance requirements	The parties have previously negotiated an insurance module in the Arizona Department of Transportation Solicitation # T11-43-00008, agreed as applicable to ADSP013-036880. Motorola's Corporate Insurance Department believes that the changes it has made to this section are in line with what has been previously negotiated and agreed upon between the State and Motorola. 9.16.19 see attached 5-B Change Log
<b>Section 13.1 Applicability</b>	Motorola complies with the language with the removal of the words 'or from others at State's behest.'	It is unclear if Motorola has a contractual relationship with the 3rd party. 9.16.19 See attached 5-B Change Log



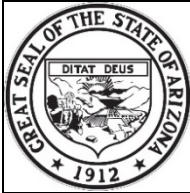
# Request for Proposal

Solicitation No.  
**ADSPO19-00008376**  
 Description:

**Public Communications Equipment and Services**

Arizona Department of Administration  
**State Procurement Office**  
 100 N 15th Ave., Suite 402  
 Phoenix, AZ 85007

<p><b>Section 13.2        Data Protection        &amp;        Confidentiality</b></p>	<p>Motorola proposes the following language in lieu of the RFP language:        Contractor warrants that, to the extent the Work includes (1) or (2) above, it will establish and maintain procedures and controls for ensuring that State's proprietary and sensitive data is protected from unauthorized access and that information obtained from the State in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. Contractor, the third party manufacturer, and the copyright owner of any non-Contractor software own and retain all of their respective proprietary rights in the equipment and software, and nothing in this Article 13 is intended to restrict their proprietary rights. All intellectual property developed, originated, or prepared by Contractor in connection with providing to State the Work remain vested exclusively in Contractor, and this Article 13 does not grant to State, either directly or by implication, estoppel, or otherwise, any right, title or interest in Contractor's Proprietary Rights.</p>	<p>The RFP language "all data created by Contractor" in the next to last sentence of the first paragraph in this section implies transfer of IP rights, which is not contemplated in the work Motorola would be performing.</p> <p>9.16.19 See attached 5-B Change Log</p>
<p><b>Section 13.2.1        Data Protection        &amp;        Confidentiality</b></p>	<p>Motorola complies with the language in 13.2.1.a and b with the following suggested modifications: (1) with the replacement of 'immediately' with 'promptly' and (2) in 13.2.1.b with the insertion of 'reasonably' at the beginning of the statement. Motorola takes exception to 13.2.c and requests its removal.</p>	<p>Motorola requests these modifications to be in line with industry standard language. Regarding 13.2.c., it is not reasonably practicable to notify the State to every possible threat which might affect the system.</p> <p>9.16.19 See attached 5-B Change Log.</p>
<p><b>Section 13.2.2        Data Protection        &amp;        Confidentiality</b></p>	<p><b>Motorola complies with the language in 13.2.2.a with the insertion of 'except as required by law' a the beginning of the statement.</b></p>	<p><b>Motorola requests these modifications to be in line with industry standard language.</b></p> <p>9.16.19 See attached 5-B Change Log.</p>
<p><b>Section 13.3.2        Personally        Identifiable        Information</b></p>	<p><b>Motorola clarifies that it maintains industry standard security measures to protect the Solution from intrusion, breach, corruption, or other security risk. Please see Section 4.1 of the attached Subscription Services Addendum for more information on Motorola's compliance with security standards.</b></p>	<p><b>Motorola asserts it is CJIS compliant.</b></p> <p>9.16.19 See attached 5-B Change Log.</p>



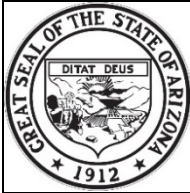
# Request for Proposal

Solicitation No.  
**ADSP019-00008376**  
 Description:

**Public Communications Equipment and Services**

Arizona Department of Administration  
**State Procurement Office**  
 100 N 15th Ave., Suite 402  
 Phoenix, AZ 85007

<p><b>Section 14.3.3 Access Control</b></p>	<p><b>Motorola proposes the inclusion of the following language within this section: To the extent permitted by law, State retains ownership of State Data. State grants Motorola and its subcontractors a personal, royalty-free, non-exclusive license to use, host, cache, store, reproduce, copy, modify combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such State Data for the purpose of providing the Subscription Services to State, other Motorola customers and end users. In addition to the rights listed above, State grants Motorola a license to sell an Anonymized version of State Data for any purpose.</b></p>	<p><b>Motorola requests the ability to retain rights to use anonymized and derivative data for purposes of improving its product.</b></p> <p>9.16.19 See attached 5-B Change Log.</p>
<p><b>Section 14.4 Pass-through Indemnity</b></p>	<p><b>Motorola proposes the language in Section 3 of the Additional Provisions in place of the RFP language regarding infringement indemnity:</b></p>	<p><b>Motorola requests the use of its standard intellectual property infringement indemnities for its solutions.</b></p> <p>9.16.19 See attached 5-B Change Log.</p>
<p><b>Section 14.8.2.b Information Technology Warranty</b></p>	<p><b>Motorola proposes the following language in lieu of the RFP: At Customer's request, Motorola will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Motorola will respond to any reported problem as an escalated support call.</b></p>	<p><b>As is industry standard, Motorola does not provide a warranty against worms and viruses.</b></p> <p>9.16.19 See attached 5-B Change Log.</p>
<p><b>Section 14.11.2 Cloud Applications</b></p>	<p><b>Motorola requests 'serious flaws' be expressly defined. Motorola will not allow either State or third-party penetration testing from within Motorola's system</b></p>	<p><b>Requested definition to clarify between the parties what errors are agreed as serious meriting correction. Motorola's security policies do not allow outside-Motorola entities access to Motorola's internal system for penetration testing.</b></p> <p>9.16.19 See attached 5-B Change Log.</p>



# Request for Proposal

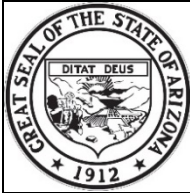
Solicitation No.  
**ADSP019-00008376**  
 Description:

**Public Communications Equipment and Services**

Arizona Department of Administration  
**State Procurement Office**  
 100 N 15th Ave., Suite 402  
 Phoenix, AZ 85007

<p><b>Section 14.11.3          Cloud Applications</b></p>	<p><b>Motorola proposes the following language: Contract will submit a copy of system logs specific to the State from cloud system to State of AZ security team on an annual basis to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).</b></p>	<p><b>Motorola requests clarity on what logs are being requested and the proposed regularity of such requests.</b>          9.16.19 See attached 5-B Change Log.</p>
<p><b>Section 15.1          Drug Testing Program</b></p>	<p><b>Motorola affirms that all employees are required to submit to a five-panel drug screen at the time of hire, where permitted by law. If Motorola is awarded the contract, Motorola agrees to discuss the need for additional drug tests of Motorola employees and to negotiate a contractual provision that is mutually acceptable and compliant with applicable law. However, in no event can Motorola agree to waive the rights of its employees, nor can Motorola provide the Customer with any information protected by law, including but not limited to drug test results.</b></p>	<p><b>Motorola cannot agree to waive the rights of its employees or to providing information protected by law, including drug test results.</b>          9.16.19 See attached 5-B Change Log.</p>

Article/ Paragraph or Appendix Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
<b>Section 3-B: Uniform Terms &amp; Conditions</b>		
<p><b>Section 3.1          Books and Records; Audit</b></p>	<p>Motorola understands and will comply with all applicable Arizona statutes with the clarifying assertion that Motorola considers its books and records, including those related to product cost data, to be trade secrets, confidential or proprietary and as may be provided by Arizona law, should not be used, duplicated or disclosed to any other third party.</p>	<p>Motorola considers its internal books and records confidential and proprietary information.          9.16.19 See attached 5-B Change Log.</p>



## Request for Proposal

Solicitation No.  
ADSP019-00008376

Description:

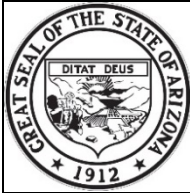
**Public Communications Equipment and Services**

Arizona Department of Administration

**State Procurement Office**

100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

<b>Section 3.4 Inspection and Testing</b>	Motorola acknowledges the State's right to inspect materials, equipment and workmanship at Motorola manufacturing or staging facilities for the limited purpose of evaluating Motorola's performance of this Agreement. Motorola requires thirty days' written notice prior to the inspection of any facility and the State will be responsible for its own costs associated with such inspection. Motorola will restrict inspection of its facilities to areas that are relevant to the performance of the Contract, and to areas which Motorola Solutions does not consider confidential or proprietary in nature. A Motorola representative must accompany State's employees at all times."	Motorola requires sufficient notice of State's intent to inspect Motorola facilities.  9.16.19 See attached 5-B Change Log.
<b>Section 3.8 Ownership of Intellectual Property</b>	It is Motorola's understanding from past dealings with the State Procurement Office that the State is not interested in obtaining ownership interest in any intellectual property and accordingly, these sections, or any other section that may give ownership rights in intellectual property, are not applicable and be of no cause and effect in this contract.	Motorola is providing products and services that are commercially available to any customer and does not intend to perform any Works For Hire. The Pricing included in Motorola's proposal does not reflect the transfer of any intellectual property rights to the State. If performance results in the development of new proprietary and secret concepts, methods, techniques, processes, adaptations, discoveries, improvements and ideas ("Discoveries"), such Discoveries and the intellectual property embodied therein will be owned exclusively by Motorola. If subsequently the State elects to purchase and Motorola elects to sell development services that are intended to result in a new product to be owned by the State, the parties will execute a separate development or Work for Hire agreement.  9.16.19 See attached 5-B Change Log.



# Request for Proposal

Solicitation No.  
ADSP019-00008376  
Description:

**Public Communications Equipment and Services**

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

<b>Section 6.2 Basic Indemnification</b>	Motorola proposes that all indemnification be handled as provided for in Subsection 6.1- Indemnification of the Special Terms and Conditions.	Motorola believes that Workers Compensation is provided for and covered in Subsection 6.1.3 of the Special Terms and Conditions in Section 2-C. The proposed edits are consistent with the indemnification language agreed by the State in previous contracts, including ADSP013-036880. 9.16.19 See attached 5-B Change Log.
<b>Section 6.3 Patent and Copyright Indemnification</b>	Please see Section 3 of the attached Additional Provisions which describe Motorola's IP Infringement Indemnifications.	Motorola requests the use of its standard intellectual property infringement indemnities for its solutions. 9.16.19 See attached 5-B Change Log.
<b>Section 7.2 and 7.3 Conformity and Quality</b>	Please see the attached Section 1 of the Additional Provisions below which explain Motorola's suggested way to address warranty which is in a like manner as in the current contracts between the parties for similar products (i) ADSP013-036613 and (ii) ADSP013-036880.	Motorola proposes addressing the State's warranty requirements in a manner consistent with previous contracts. 9.16.19 See attached 5-B Change Log.
<b>Section 9.5.3 Termination for Default</b>	Motorola complies subject to excess costs being reasonable and for materials and services not exceeding that specified in the contract less the unpaid portion of the contract price.	Motorola proposes the suggested modifications to clarify termination costs to be reasonable. 9.16.19 See attached 5-B Change Log.
<b>5C Insurance Certificate</b>	Please see Motorola's Evidence of Coverage Certificate and modifications to the Special Terms and Conditions, Section 6.2, for Motorola's coverage details. Motorola agrees all COI, endorsements and waivers must be valid and provided via email to State Contract Manager within 30 days of contract execution and before any work commences. Motorola's surety requires a signed agreement prior to issuing COI.	9.16.19 See attached 5-B Change Log.

Motorola Solutions, Inc.

Company Name

Signature of Person Authorized to Sign

**NOTE: Offeror must sign and return all Attachment 5-B Supplements Nos. 1 – 3 (even if not submitting exceptions)**

**End of Attachment 5-B**

PART 3 of the Solicitation Documents

SECTION 3-B: Offer Forms  
Page 11 of 12

**3**

Template version 2.0 (01-FEB-2017)

Available online at: [Procure.AZ.gov](http://Procure.AZ.gov)



**State Response to Exceptions**  
**Motorola Change Log/Revised Attachment 5-B Exceptions 9.16.19**

ATTACHMENT 5-B Supplement No. 1:  
**Exceptions to Instructions**

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change	State Response	Vendor Response
<b>Section 1-A: Solicitation Details</b>				
x	None	x		
<b>Section 1-B: Instructions to Offerors</b>				
<b>6.3 Cost or Pricing Data</b>	Pursuant to A.R.S § 41-2543 per A.A.C. R2-7-702(B)(2), Motorola certifies to the best of its knowledge and belief the pricing provided within its response is accurate, complete and current. Motorola will cooperate with reasonable requests for pricing validity information but will not be required to provide its internal cost and pricing data which it considers confidential and proprietary information.	Public exposure of Motorola's internal costs and pricing would put it at a severe competitive disadvantage.	Rejected, exception not accepted. Catalog/list pricing along with % off list data is required as part of soliciataion and is not considered confidential per R2-7-103.	7/25/19 Motorola verbally agreed 8-8-19 Motorola concurs

ATTACHMENT 5-B Supplement No. 2:  
**Exceptions to Technical and Commercial**

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change	State Response	Vendor Response
<b>Section 2-A: Scope of Work (Technical Document)</b>				
<b>2.49.4 E&amp;M / DC Control</b>	Comply with clarification, No DC Control, Exception on DC Contact Keying	x	Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	8/28/19 Motorola agreed with the State's responses to Motorola's clarifications and exceptions in this Section 2-A 7/25/19 Motorola verbally agreed
<b>2.52.1 Physical Construction</b>	Comply w/ one exception 36.8 lbs x	x	Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed
<b>2.52.5</b>	Exception 10Mhz to 1050Mhz (useable from 100kHz); Optional to 2700MHz	x	Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed
<b>2.55.1 X</b>	Exception 10Mhz to 1050Mhz (useable from 100kHz); Optional to 2700MHz		Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed
<b>3.23.1x</b>	Exception- PTP820 doesn't provide way-side service channel.		Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed
<b>3.37 Feed Connection</b>	Exception-TNC connectors		Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed

ATTACHMENT 5-B Supplement No. 1:

3.39.1	Exception – 100/200KHz options not supported (OK) - cnReach is a software defined radio. In 900 MHz MAS band current max bandwidth is 50 kHz but 100/200 kHz channels can be added via roadmap.		Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed
Capacity Received Signal Level (RSL) in dBm (c) 28 - DS-1 / 10 MHz -73 76 73 76 77	Exception-not offered		Rejected, exception not accepted. For standardization and uniformity concerns the clause must remain. If it's not applicable, Offeror shall just ignore this section.	7/25/19 Motorola agreed to remove exception
Capacity Received Signal Level (RSL) in dBm d) 84 - DS-1 / 30 MHz -68 72 69 71 73	Exception-not offered		Rejected, exception not accepted. For standardization and uniformity concerns the clause must remain. If it's not applicable, Offeror shall just ignore this section.	7/25/19 Motorola agreed to remove exception
Capacity Received Signal Level (RSL) in dBm (b) 28 - DS-1 / 10 MHz -80	Exception-not offered		Rejected, exception not accepted. For standardization and uniformity concerns the clause must remain. If it's not applicable, Offeror shall just ignore this section.	7/25/19 Motorola agreed to remove exception
Capacity Received Signal Level (RSL) in dBm (c) 84 - DS-1 / 30 MHz -67 73	Exception-not offered		Rejected, exception not accepted. For standardization and uniformity concerns the clause must remain. If it's not applicable, Offeror shall just ignore this section.	7/25/19 Motorola agreed to remove exception
Capacity Received Signal Level (RSL) in dBm (b) 28 - DS-1 - 78	Exception-not offered		Rejected, exception not accepted. For standardization and uniformity concerns the clause must remain. If it's not applicable, Offeror shall just ignore this section.	7/25/19 Motorola agreed to remove exception
Capacity Received Signal Level (RSL) in dBm (c) 84 - DS-1 - 68 73	Exception-not offered		Rejected, exception not accepted. For standardization and uniformity concerns the clause must remain. If it's not applicable, Offeror shall just ignore this section.	7/25/19 Motorola agreed to remove exception
4.5.1	Exception-Motorola has a 2-yr standard warranty on microwave and LMR antennas. If any products are discontinued Motorola will be able to provide spare parts and repair for a period of 7 yrs.		Accept, the State will accept the exception with End Of Life Notification being provided in writing and buyer being notified of End Of Life Notification at time of order placement.	7/25/19 Motorola verbally agreed
5.15.12	Motorola does not support DC control		Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed
5.16.2 Panel Wiring/Remote Electronic Circuitry- FPD consoles (a)	Exception CAT5e cable range is only 100 mts. However, Motorola can provide a fiber link to connect the base station to the Conventional interface.		Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed

ATTACHMENT 5-B Supplement No. 1:

5.16.2 Panel Wiring/Remote Electronic Circuitry- FPD consoles (b)	Exception CAT5e cable range is only 100 mts. However, Motorola can provide a fiber link to connect the base station to the Conventional interface.		Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed
5.16.5 Maintainability (a)	Exception Motorola's CCGWs can support from 1 to 8 channels per module.		Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed
Section 2-B: Commercial Document				
Section 2.1 Contractor Best Pricing	Motorola takes exception to this provision and requires its removal.	Motorola Solutions builds communication equipment, systems and solutions that do not fit within a standard conventional pricing framework. Due to the unique pricing and design specifications for each customer's communication equipment, system and solution requirements, Motorola Solutions cannot guarantee that the pricing offered in this proposal is no higher or lower than prices offered to other customers.	Rejected, exception not accepted. The State requires standardization and uniformity of contract language across its suppliers.	7/25/19 Motorola will send new language to review  8/14/19 Please see below language. Price Guarantee: During the Term of the Agreement and provided Customer is in compliance with all provisions of the Agreement, Motorola asserts its pricing for products and services offered on this Agreement will be consistent with competitively priced products and services for similarly situated state and local customers within the State of Arizona purchasing the same or similar products and services sold in like quantities on substantially similar or comparable terms and conditions. This price guarantee excludes volume discounts, Federal, dealer, and third party distributor pricing.

ATTACHMENT 5-B Supplement No. 3:

**Exceptions to Contract Terms & Conditions**

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change	State Response
Section 3-A: Special Terms & Conditions			

ATTACHMENT 5-B Supplement No. 1:

<p><b>Section 6.1 Contractor Insurance Indemnification Clause</b></p>	<p>Motorola complies with the general indemnification described in this section subject to removing the words "or intangible" and "arising or recovered under the Worker's Compensation Law".</p>	<p>Motorola believes that Workers Compensation is provided for and covered in Subsection 6.1.3. The proposed edits are consistent with the indemnification language agreed by the State in previous contracts, including ADSPO13- 036880.</p>	<p>Rejected, exception not accepted.</p> <p>Please be specific in your request for a exception. Exceptions from previous contracts (7-9 years old) may not be acceptable.</p> <p>8-8-19 Please see attachment FINAL Attachment 5-A Confidential Information Designation - State Response 8-8-19</p>	<p>8/8/19 Motorola acknowledges receipt of State's response to Attachment 5-A Confidential Information Designation and asserts Motorola insurance policies are its confidential and proprietary information not generally known externally and will cause Motorola harm if released. Motorola will not release copies of its policies.</p>
<p><b>Section 6.1 Contractor Insurance-Insurance Requirements</b></p>	<p>Please see the attached proposed modifications for how Motorola can comply with the State's insurance requirements</p>	<p>The parties have previously negotiated an insurance module in the Arizona Department of Transportation Solicitation # T11-43-00008, agreed as applicable to ADSPO13-036880. Motorola's Corporate Insurance Department believes that the changes it has made to this section are in line with what has been previously negotiated and agreed upon between the State and Motorola.</p>	<p>Rejected, exception not accepted.</p> <p>Please be specific in your request for a exception. Exceptions from previous contracts (7-9 years old) may not be acceptable.</p> <p>8-8-19 Please see attachment FINAL Attachment 5-A Confidential Information Designation - State Response 8-8-19</p> <p>9-6-19 State will discuss duiring meeting on 9/9/19</p>	<p>9.16.19 Motorola includes its revised Insurance redline as discussed with State on 9.13.19; please see attached redline and comment.</p>
<p><b>Section 13.1 Applicability</b></p>	<p>Motorola complies with the language with the removal of the words 'or from others at State's behest.'</p>	<p>It is unclear if Motorola has a contractual relationship with the 3rd party.</p>	<p>Rejected, exception not accepted. The State requires standardization and uniformity of contract language across its suppliers.</p>	<p>7/25/19 Motorola verbally agreed</p> <p>8/8/19 Motorola notes it withdrew based upon this provision may not be applicable to Motorola's scope of work; specific requirement to be addressed with task order.</p>
<p><b>Section 13.2 Data Protection &amp; Confidentiality</b></p>	<p>Motorola proposes the following language in lieu of the RFP language: Contractor warrants that, to the extent the Work includes (1) or (2) above, it will establish and maintain procedures and controls for ensuring that State's proprietary and sensitive data is protected from unauthorized access and that information obtained from the State in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. Contractor, the third party manufacturer, and the copyright owner of any non-Contractor software own and retain all of their respective proprietary rights in the equipment and software, and nothing in this Article 13 is intended to restrict their proprietary rights. All intellectual property developed, originated, or prepared by Contractor in connection with providing to State the Work remain vested exclusively in Contractor, and this Article 13 does not grant to State, either directly or by implication, estoppel, or otherwise, any right, title or interest in Contractor's Proprietary Rights.</p>	<p>The RFP language "all data created by Contractor" in the next to last sentence of the first paragraph in this section implies transfer of IP rights, which is not contemplated in the work Motorola would be performing.</p>	<p>Rejected, exception not accepted. The State requires standardization and uniformity of contract language across its suppliers.</p> <p>7/25/19 - State added language - Upon the issuance of a Task Order, requirements will be defined. IP rights will not be transferred</p>	<p>8/9/19 Motorola agrees with State's language as noted in comment dated 7/25/19.</p>

ATTACHMENT 5-B Supplement No. 1:

<p><b>Section 13.2.1 Data Protection &amp; Confidentiality</b></p>	<p>Motorola complies with the language in 13.2.1.a and b with the following suggested modifications: (1) with the replacement of 'immediately' with 'promptly' and (2) in 13.2.1.b with the insertion of 'reasonably' at the beginning of the statement. Motorola takes exception to 13.2.c and requests its removal.</p>	<p>Motorola requests these modifications to be in line with industry standard language. Regarding 13.2.c., it is not reasonably practicable to notify the State to every possible threat which might affect the system.</p>	<p>Rejected, exception not accepted. The State requires standardization and uniformity of contract language across its suppliers.  7/25/19 - State added language - Upon the issuance of a Task Order, requirements will be defined.</p>	<p>8/9/19 Motorola agrees with State's language as noted in comment dated 7/25/19.</p>
<p><b>Section 13.2.2 Data Protection &amp; Confidentiality</b></p>	<p>Motorola complies with the language in 13.2.2.a with the insertion of 'except as required by law' a the beginning of the statement.</p>	<p>Motorola requests these modifications to be in line with industry standard language.</p>	<p>Rejected, exception not accepted. The State requires standardization and uniformity of contract language across its suppliers.  7-25-19 - The State accepts the addition "except as required by law"</p>	<p>8/9/19 Motorola agrees with State's language as noted in comment dated 7/25/19.</p>
<p><b>Section 13.3.2 Personally Identifiable Information</b></p>	<p>Motorola clarifies that it maintains industry standard security measures to protect the Solution from intrusion, breach, corruption, or other security risk. Please see Section 4.1 of the attached Subscription Services Addendum for more information on Motorola's compliance with security standards.</p>	<p>Motorola asserts it is CJIS compliant.</p>	<p>Rejected, exception not accepted. The State requires that you meet the States requirements at a minimum.</p>	<p>7/21/19 Motorola may be acceptable, State to verify Federal requirements vs State requirements  8/28/19 Motorola verbally accepts 9/10/19 Motorola accepted.</p>
<p><b>Section 14.3.3 Access Control</b></p>	<p>Motorola proposes the inclusion of the following language within this section: To the extent permitted by law, State retains ownership of State Data. State grants Motorola and its subcontractors a personal, royalty-free, non-exclusive license to use, host, cache, store, reproduce, copy, modify combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such State Data for the purpose of providing the Subscription Services to State, other Motorola customers and end users. In addition to the rights listed above, State grants Motorola a license to sell an Anonymized version of State Data for any purpose.</p>	<p>Motorola requests the ability to retain rights to use anonymized and derivative data for purposes of improving its product.</p>	<p>Rejected, exception not accepted.</p>	<p>7/25/19 Motorola verbally agreed  8/8/19 Motorola agrees.</p>
<p><b>Section 14.4 Pass-through Indemnity</b></p>	<p>Motorola proposes the language in Section 3 of the Additional Provisions in place of the RFP language regarding infringement indemnity:</p>	<p>Motorola requests the use of its standard intellectual property infringement indemnities for its solutions.</p>	<p>Rejected - Any compromise in wording of the Indemnification clause that reduces protection or shifts liability back to the State of Arizona are in direct violation of A.R.S. § 41-621 and A.R.S. § 35-154. The State cannot accept this exception.</p>	<p>7/25/19 Motorola to review  8/28/19 Motorola conditionally accepts 9/10/19 Motorola agrees to withdraw exception.</p>
<p><b>Section 14.8.2.b Information Technology Warranty</b></p>	<p>Motorola proposes the following language in lieu of the RFP: At Customer's request, Motorola will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Motorola will respond to any reported problem as an escalated support call.</p>	<p>As is industry standard, Motorola does not provide a warranty against worms and viruses.</p>	<p>Rejected, exception not accepted.  (b) the COTS software will, <b>to the best of its knowledge</b>, at the time of delivery be free of viruses, backdoors, worms, spyware, malware, and other malicious code that could hamper performance, collect unlawfully any personally identifiable information, or prevent products from performing as required by the Contract; and</p>	<p>7/25/19 Motorola to review will probably accept  8/8/19 Motorola accepts State's language.</p>

ATTACHMENT 5-B Supplement No. 1:

<p><b>Section 14.11.2 Cloud Applications</b></p>	<p>Motorola requests 'serious flaws' be expressly defined. Motorola will not allow either State or third-party penetration testing from within Motorola's system</p>	<p>Requested definition to clarify between the parties what errors are agreed as serious meriting correction. Motorola's security policies do not allow outside-Motorola entities access to Motorola's internal system for penetration testing.</p>	<p>Rejected, exception not accepted.  7/25/19 - State added language - Upon the issuance of a Task Order, requirements will be defined.</p>	<p>7/25/19 Motorola to review  8/8/19 Motorola agrees with State's added language regarding issuance of Task Order.</p>
<p><b>Section 14.11.3 Cloud Applications</b></p>	<p>Motorola proposes the following language: Contract will submit a copy of system logs specific to the State from cloud system to State of AZ security team on an annual basis to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).</p>	<p>Motorola requests clarity on what logs are being requested and the proposed regularity of such requests.</p>	<p>Rejected, exception not accepted.  7/25/19 - State added language - Upon the issuance of a Task Order, requirements will be defined.</p>	<p>7/25/19 Motorola to review  8/8/19 Motorola agrees with State's added language regarding issuance of Task Order.</p>
<p><b>Section 15.1 Drug Testing Program</b></p>	<p>Motorola affirms that all employees are required to submit to a five-panel drug screen at the time of hire, where permitted by law. If Motorola is awarded the contract, Motorola agrees to discuss the need for additional drug tests of Motorola employees and to negotiate a contractual provision that is mutually acceptable and compliant with applicable law. However, in no event can Motorola agree to waive the rights of its employees, nor can Motorola provide the Customer with any information protected by law, including but not limited to drug test results.</p>	<p>Motorola cannot agree to waive the rights of its employees or to providing information protected by law, including drug test results.</p>	<p>Rejected, exception not accepted.</p>	<p>7/25/19 Motorola to review  8/8/19 Pursuant to conversation with State on 7/25/19, this provision has limited applicability to DOC and historically Motorola employees have agreed to background checks. Motorola withdraws its exception.</p>
<p><b>Section 3-B: Uniform Terms &amp; Conditions</b></p>				
<p><b>Section 3.1 Books and Records; Audit</b></p>	<p>Motorola understands and will comply with all applicable Arizona statutes with the clarifying assertion that Motorola considers its books and records, including those related to product cost data, to be trade secrets, confidential or proprietary and as may be provided by Arizona law, should not be used, duplicated or disclosed to any other third party.</p>	<p>Motorola considers its internal books and records confidential and proprietary information.</p>	<p>Rejected, exception not accepted. The State is limited in its ability to modify the Uniform Terms and Conditions. Any Concerns would need to be documented and addressed in Special Terms and Conditions.</p>	<p>6/10/19 Response Motorola acknowledges the State's audit requirements. The statements here are meant to clarify and assert that any Motorola cost information provided be afforded trade secret protections pursuant to AZ law.  8/9/19, Pursuant to conversation on 7/25/19, vendor cost and price data is not required if State elects to audit Motorola's performance.</p>

ATTACHMENT 5-B Supplement No. 1:

<p><b>Section 3.4 Inspection and Testing</b></p>	<p>Motorola acknowledges the State's right to inspect materials, equipment and workmanship at Motorola manufacturing or staging facilities for the limited purpose of evaluating Motorola's performance of this Agreement. Motorola requires thirty days' written notice prior to the inspection of any facility and the State will be responsible for its own costs associated with such inspection. Motorola will restrict inspection of its facilities to areas that are relevant to the performance of the Contract, and to areas which Motorola Solutions does not consider confidential or proprietary in nature. A Motorola representative must accompany State's employees at all times."</p>	<p>Motorola requires sufficient notice of State's intent to inspect Motorola facilities.</p>	<p>Rejected, exception not accepted. The State is limited in its ability to modify the Uniform Terms and Conditions. Any Concerns would need to be documented and addressed in Special Terms and Conditions.</p>	<p>6/10/19 Response This is a clarification only; Motorola agrees with the State having the contractual right to inspect at its facilities and seeks to outline the parameters of that process  7/25/19 Verbal agreement to remove exception  8/9/19 Motorola concurs.</p>
<p><b>Section 3.8 Ownership of Intellectual Property</b></p>	<p>It is Motorola's understanding from past dealings with the State Procurement Office that the State is not interested in obtaining ownership interest in any intellectual property and accordingly, these sections, or any other section that may give ownership rights in intellectual property, are not applicable and be of no cause and effect in this contract.</p>	<p>Motorola is providing products and services that are commercially available to any customer and does not intend to perform any Works For Hire. The Pricing included in Motorola's proposal does not reflect the transfer of any intellectual property rights to the State. If performance results in the development of new proprietary and secret concepts, methods, techniques, processes, adaptations, discoveries, improvements and ideas ("Discoveries"), such Discoveries and the intellectual property embodied therein will be owned exclusively by Motorola. If subsequently the State elects to purchase and Motorola elects to sell development services that are intended to result in a new product to be owned by the State, the parties will execute a separate development or Work for Hire agreement.</p>	<p>Rejected, exception not accepted. The State is limited in its ability to modify the Uniform Terms and Conditions. Any Concerns would need to be documented and addressed in Special Terms and Conditions.  If it's not applicable, Offeror shall just ignore this section.</p>	<p>6/10/19 Response Motorola would not be providing any custom development work for the State under this agreement and believes this provision to be non applicable. Would the State please confirm.  8/8/19 Pursuant to 7/25/19 discussion, intellectual property ownership is not contemplated in the agreement.</p>
<p><b>Section 6.2 Basic Indemnification</b></p>	<p>Motorola proposes that all indemnification be handled as provided for in Subsection 6.1- Indemnification of the Special Terms and Conditions.</p>	<p>Motorola believes that Workers Compensation is provided for and covered in Subsection 6.1.3 of the Special Terms and Conditions in Section 2-C. The proposed edits are consistent with the indemnification language agreed by the State in previous contracts, including ADSP013-036880.</p>	<p>Rejected, exception not accepted. The State is limited in its ability to modify the Uniform Terms and Conditions. Any Concerns would need to be documented and addressed in Special Terms and Conditions.</p>	<p>6/10/19 Response Motorola proposes that the general indemnity provisions be governed by Subsection 6.1 within the Special Terms and Conditions in lieu of the basic indemnity outlined in the Uniform terms and conditions; this is consistent with ADSP013-036880.  7/25/19 Verbal agreement to remove exception  8/8/19 Agreed, during the 7/25 conversation, parties agreed if modification need to handle in special T&amp;C</p>

ATTACHMENT 5-B Supplement No. 1:

<p><b>Section 6.3 Patent and Copyright Indemnification</b></p>	<p>Please see Section 3 of the attached Additional Provisions which describe Motorola's IP Infringement Indemnifications.</p>	<p>Motorola requests the use of its standard intellectual property infringement indemnities for its solutions.</p>	<p>Rejected, exception not accepted. The State is limited in its ability to modify the Uniform Terms and Conditions. Any Concerns would need to be documented and addressed in Special Terms and Conditions.</p>	<p>6/10/19 Response Motorola proposes the inclusion of its industry standard IP Infringement Indemnity for its solutions in lieu of the RFP Patent and Copyright Indemnification, which did not appear to be pursuant to State statute.</p> <p>7/25/19 Verbal agreement to remove exception</p> <p>8/8/19 Handle in special T&amp;C's</p>
<p><b>Section 7.2 and 7.3 Conformity and Quality</b></p>	<p>Please see the attached Section 1 of the Additional Provisions below which explain Motorola's suggested way to address warranty which is in a like manner as in the current contracts between the parties for similar products (i) ADSP013-036613 and (ii) ADSP013-036880.</p>	<p>Motorola proposes addressing the State's warranty requirements in a manner consistent with previous contracts.</p>	<p>Rejected, exception not accepted. The State is limited in its ability to modify the Uniform Terms and Conditions. Any Concerns would need to be documented and addressed in Special Terms and Conditions.</p>	<p>6/10/19 Response Motorola is proposing its express warranties which apply to its products and services; these are also consistent with the warranty provisions agreed to in previous contracts ADSP013-036613 and ADSP013-036880.</p> <p>7/25/19 Motorola to compare. Motorola warranty may be exceed requirements.</p> <p>8/8/19 Motorola accepts, discussion was for clarification.</p>
<p><b>Section 9.5.3 Termination for Default</b></p>	<p>Motorola complies subject to excess costs being reasonable and for materials and services not exceeding that specified in the contract less the unpaid portion of the contract price.</p>	<p>Motorola proposes the suggested modifications to clarify termination costs to be reasonable.</p>	<p>Rejected, exception not accepted. The State is limited in its ability to modify the Uniform Terms and Conditions. Any Concerns would need to be documented and addressed in Special Terms and Conditions.</p> <p>Please see Uniform Terms and Conditions, Section 8 State's Contractual Remedies the State may choose to use prior to Contract Termination.</p>	<p>6/10/19 Response Motorola complies with the language included in 9.5.3 of the Uniform Terms; its modification here is to specify the replacement materials not exceed the specifications of the materials originally purchased (no upgrades).</p> <p>7/25/19 Added Section 8 language for clarification</p> <p>8/9/19 Motorola agrees with State's clarification (addition of Section 8 reference).</p>
<p><b>5C Insurance Certificate</b></p>	<p>Please see Motorola's Evidence of Coverage Certificate and modifications to the Special Terms and Conditions, Section 6.2, for Motorola's coverage details. Motorola agrees all COI, endorsements and waivers must be valid and provided via email to State Contract Manager within 30 days of contract execution and before any work commences. Motorola's surety requires a signed agreement prior to issuing COI.</p>		<p>Rejected, exception not accepted.</p> <p>The State provides the following clarification: You have 30 days from award (Agreement) to provide Certificates Of Insurance. Pursuant to Section 3-A: Instructions to Offerors, 3.0 Offer Preparation, 3.6 Insurance, All COI, endorsements, and waivers must be valid, in place and provided via emailed to the Contracts Manager within 30 days after award and before any work commences as called for in Attachment 5-C [Insurance].</p>	<p>6/10/19 Response Motorola has provided its Evidence of Coverage certificate and references its proposed modifications to the RFP insurance provisions in the Special Terms and Conditions. These modifications are based on statutory as well as Motorola's insurance compliance requirements.</p> <p>8/14/19 Please see attached revised insurance terms.</p>



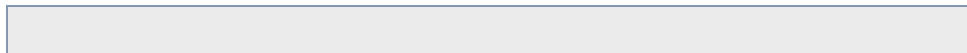


## Request for Proposal

Solicitation No.  
ADSPO19-00008376

Description:  
Public Communications Equipment and Services

Arizona Department of Administration  
State Procurement Office  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007



### 6.0 Risk and Liability

**6.1 Contractor Insurance**  
Please see following proposed modifications to the Insurance provisions. Motorola also endorses its Evidence of Coverage certificate.



## Request for Proposal

Solicitation No.  
ADSP019-00008376

Description:  
Public Communications Equipment and Services

Arizona Department of Administration  
State Procurement Office  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

### Insurance Requirements

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

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

### Minimum Scope and Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below.

#### 1. Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$50,000
- Each Occurrence \$2,000,000

The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

The policy shall include coverage for Sexual Abuse and Molestation (SAM). This coverage may be sub-limited to no less than \$500,000. The limits may be included within the General Liability limit or provided by separate endorsement with its own limits. If you are unable to obtain SAM coverage under your General Liability because the insurance market will not support it, it should be included with the Professional Liability.

Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded."



## Request for Proposal

Solicitation No.  
ADSP019-00008376

Description:  
Public Communications Equipment and Services

Arizona Department of Administration  
State Procurement Office  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

### 2. Business Automobile Liability

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

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

Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

### 3. Workers' Compensation and Employers' Liability

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

Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

### 4. Professional Liability (Errors and Omissions Liability) including Technology Errors & Omissions and Network Security (Cyber) and Privacy Liability

- Each Claim \$2,000,000
- Annual Aggregate \$6,000,000

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

The policy shall cover Contractor's professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs Contractor provides under this contract.

Coverage shall include copyright infringement, infringement of trade dress, domain name, title or slogan.

Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit monitoring, defense and claims expenses, regulatory defense



## Request for Proposal

Solicitation No.  
ADSP019-00008376

Description:  
Public Communications Equipment and Services

Arizona Department of Administration  
State Procurement Office  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption,

Commercial Crime –including employee dishonesty covering liability against direct and verifiable losses of money, securities, products, equipment, material and other property of the State caused by theft or forgery, computer fraud or fund transfers by identifiable employees of in the following limits:

- \$2,000,000 each claim
- \$5,000,000 annual aggregate

~~the policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to vicarious liability of the insured arising out of the activities performed by or on behalf of the Contractor.~~

~~Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor. )~~

#### 4. Installation Floater

- Coverage amount is \$\_\_\_TBD At Award of Contract based on Value\_\_\_\_\_

Policy shall contain an Additional Insured endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees.

The State of Arizona and the Department shall be named as loss payee as its interest may appear.

Coverage shall be written on an all risk, replacement cost basis and shall include coverage for flood and earth movement as well as coverage for losses that may occur during equipment testing/commissioning.

Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the State of Arizona, has an insurable interest in the property required to be covered.

Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the State of Arizona.

The Installation Floater must provide coverage from the time the equipment/material becomes the responsibility of the Contractor and shall continue without interruption during the installation, testing and commissioning, including any time during which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site.

Policy shall contain a Waiver of Subrogation endorsement, as required by written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities,

**Comment [DAB1]:** 9.16.19 After further consultation with its broker and underwriter, Motorola cannot agree to the inclusion of the Additional Insured endorsement within the Professional Liability Policy. It is however, included within the CGL policy.



## Request for Proposal

Solicitation No.  
ADSPO19-00008376

Description:  
Public Communications Equipment and Services

Arizona Department of Administration  
State Procurement Office  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

officers, officials, agents, and employees for losses arising from work performed by the Contractor for the State of Arizona.

Contractor is responsible for the payment of all deductibles under the Installation Floater.

### Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies (excluding the Professional Liability policy) as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

### Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor, (not Contractor's insurance provider), must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

### Acceptability of Insurers

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

### Verification of Coverage

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. In the event of a claim from a third party naming the State of Arizona with allegations arising directly out of the products and/or services rendered by Motorola under this contract, the State of Arizona reserves the right to request Motorola as Contractor to provide access to any and all policy(ies) required by the insurance requirements, including all endorsement(s), within 30 business days of such request. Contractor will be permitted to redact any references or endorsements to other customer (non-State of Arizona) information before providing access to the policies.

### Subcontractors

Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid



## Request for Proposal

Solicitation No.  
ADSP019-00008376

Description:  
Public Communications Equipment and Services

Arizona Department of Administration  
State Procurement Office  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time



## Request for Proposal

Solicitation No.  
ADSP019-00008376

Description:  
Public Communications Equipment and Services

Arizona Department of Administration  
State Procurement Office  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

### Approval and Modifications

Upon 60 days' notice to Contractor, The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action, but will be subject to commercially available terms and conditions on the market place.

### Exceptions

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

**Comment [K2]:** The State would need to make 60 day's notice to Motorola of any change in the insurance requirements and be subject to commercially available terms and conditions in the marketplace and not result in increased premium charges to Motorola. Otherwise, this paragraph is unacceptable. **8.28.19 Procurement will check with Risk Mgmt, but agreed 60 days was reasonable.** **9/9/19 State can agree with exception of 'result in increased premium to Motorola' which such event might occur due to legislative changes.. if high/significant premium increase then State may agree to a price increase.** **9/12/19 Motorola risk and finance agreed with exclusion of 'increased premium charges to Motorola' and includes the 60 days' notice and available marketplace conditions in this revision.** **9.13.19 State will double check with risk mgmt; tentatively accept, State to confirm.**

## **Motorola Solutions, Inc.**

### **Change Log to State of Arizona – Additional Provisions-Supplemental Terms – ADSP019-00008376**

**The following are changes that Motorola Solutions, Inc. is submitting to our original proposal submitted on September 4, 2018.**

#### **Attachment A**

For purposes of showing precedence and the parties' past course of doing business, Solicitations # ADSP013-036880 and ADSP013-036613, which are the current contracts between the Parties for similar products, contain Additional Provisions for limitation of liability, warranty and the inclusion of Motorola's Software License Agreement. With this in mind, Motorola proposes for the State's consideration the inclusion of the following items:

#### **Section 1:**

1.1 EQUIPMENT WARRANTY. During the Warranty Period [established in the State of Arizona contract resulting from ADSP019-00008376](#), Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

1.2. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 1 that are applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software.

1.3. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

1.4. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for



the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

1.5. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

1.6. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

"Warranty Period" means ~~one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first,~~ the applicable category warranty period defined in the State of Arizona ADSP019-00008376.

## Section 2 LIMITATION OF LIABILITY

This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement and to the extent permitted by State of Arizona law. Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability will survive the expiration or termination of this Agreement.

## Section 3 ~~Intentionally Deleted. PATENT AND COPYRIGHT INFRINGEMENT.~~

~~Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.~~

~~If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.~~

~~Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the~~

~~combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.~~

~~This Section provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section are subject to and limited by the restrictions set forth in Motorola's Limitation of Liability.~~

**Attachment B. SOFTWARE LICENCE AGREEMENT:** For the purposes of showing precedence and the parties past course of doing business, in the Arizona Department of Transportation Solicitation # T11 -43-00008 contract dated September 2, 2010, the State of Arizona's Attorney General agreed to an additional provision that provided for licensing of software in accordance with Motorola's Software License Agreement, which was contemplated in ADSPO [13-036880](#). With this in mind, Motorola's Software License Agreement is attached and proposed for inclusion in this contract.

## Attachment B

### MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and the purchaser of products containing Motorola software under the State of Arizona's Agreement from RFP [ADSPO19-00008376](#) ("Licensee").

For good and valuable consideration, the parties agree as follows:

#### Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

## **Section 2 SCOPE**

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

## **Section 3 GRANT OF LICENSE**

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

## **Section 4 LIMITATIONS ON USE**

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create

derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

## **Section 5 OWNERSHIP AND TITLE**

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

## **Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY**

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola

does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

## **Section 7 TRANSFERS**

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

## **Section 8 TERM AND TERMINATION**

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the

United States Government).

## **Section 9 Commercial Computer Software**

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of “commercial computer software” and “computer software documentation” as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

## **Section 10 CONFIDENTIALITY**

Licensee acknowledges that the Software and Documentation contain Motorola’s valuable proprietary and Confidential Information and are Motorola’s trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

## **Section 11 LIMITATION OF LIABILITY**

The Limitation of Liability provision is described in the Primary Agreement.

## **Section 12 NOTICES**

Notices are described in the Primary Agreement.

## **Section 13 GENERAL**

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

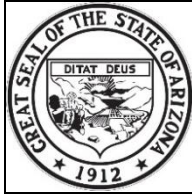
13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.



**Request for Proposal**  
**Solicitation No.**  
**ADSP019-00008376**  
 Description:  
**Public Communications Equipment and Services**

Arizona Department of Administration  
**State Procurement Office**  
 100 N 15th Av e., Suite 402  
 Phoenix, AZ 85007

Attachment 4  
**Pricing Sheet**

**Attachment 4 Pricing Sheet** - Offeror shall submit pricing information using the Excel document ADSP019-00008376 Attachment 4 - Pricing\_Public\_Communications\_Equipment\_and\_Services provided within ProcureAZ.

**Item(s) in ProcureAZ** - Offeror shall enter a one (1) in the unit cost field of line item 1 within ProcureAZ. NOTE: Offeror that shows a zero or leaving this field blank will result in a **No Bid**.

**Please note that in order for Offeror to be susceptible, there must be a \$1.00 response under Unit Cost on the Items Tab in ProcureAZ.**

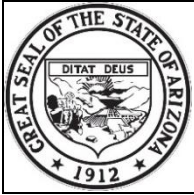
**ADSP019-00008376 Public Communications Equipment and Services – Attachment 4**

**1. Pricing**

The pricing for each section is listed below in under each product category. Please refer to the catalog section 2.0.0 for specific details on each product including installation, services, engineering and warranties. Motorola Solutions, Inc. has included a list of exceptions in Attachment 5-B Supplement No. 1., to allow the State of Arizona to review and insure that our products will suit the state and other cooperative procurement agencies. Motorola Solutions regularly develops new products and solutions. We will work with the State of Arizona to add new products as they are available at agreed upon prices. Additions of new products and solutions will be memorialized in a written amendment.

#	Category	Percentage of catalog price
<b>1.1.0</b>	<b>Product Category</b>	
<b>1.2.0</b>	<b>2-Way Radio (Quantity Discount for Single Orders Only)</b>	
	APX Radios-Quantity Discounts (1-499)	<b>27%</b>
	Quantity Discount (500-1999)	<b>30%</b>
	Quantity Discount (2000-6999)	<b>35%</b>
	Quantity Discount (7000 & above)	<b>40%</b>
	APX Portable Radios, Mobile Radios, APX accessories, FLASH Upgrade licenses, batteries, chargers and remote speaker microphones-	<b>27%</b>





# Request for Proposal

Solicitation No.  
**ADSP019-00008376**  
 Description:

**Public Communications Equipment and Services**

Arizona Department of Administration  
**State Procurement Office**  
 100 N 15th Ave., Suite 402  
 Phoenix, AZ 85007

#	Category	Percentage of catalog price
	2-Way Radio Repeaters	20%
	ASTRO Radio systems hardware, software, features and licenses	15%
	All 2-Way Radio and accessory software including: Customer Programming Software, Radio and Device Manager, LEX and VML LTE devices and accessories	5%
	Service Monitors and related accessories and licenses	5%
<b>1.3.0</b>	<b>Digital Microwave Terminals</b>	
	All Digital Microwave Systems hardware, software and licenses	15%
<b>1.4.0</b>	<b>LMR Base Station Antennas, Microwave Antennas</b>	
	All infrastructure antennas including LMR and Microwave	20%
	All transmission line, connectors and related hardware	10%
<b>1.5.0</b>	<b>RADIO DISPATCH CONSOLES</b>	
	All Radio Dispatch Consoles software and licenses	20%
	All Radio Dispatch and Command Center Computer Hardware	15%
	All Radio Dispatch Console furniture, FSA, Logging Solutions, hardware, software, and licenses	10%
	All Radio Dispatch accessories including headsets footswitches, etc.	27%
<b>1.6.0</b>	<b>GENERATORS</b>	
	██	██
<b>1.7.0</b>	<b>Back-up Batteries</b>	
	All Back-up Batteries	5%
	All portable radio batteries	27%
<b>1.8.0</b>	<b>Prefab Comm Shelters</b>	
	All Prefab Communications Shelters and related hardware	5%
<b>1.9.0</b>	<b>Service</b>	
	All Services including: Installation, Dispatch, Monitoring, Preventative Maintenance, Engineering, Telephone and On-Site Support	2%
	All Service Packages including: Essential, Advanced, Premier	2% off catalog pricing (minimum 2 year agreement)
<b>1.10</b>	<b>Consultation and Third-Party Oversight</b>	<b>No Bid</b>

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Wesley Welch, Planner  
**Date:** 06/12/2024  
**Meeting Date:** 06/18/2024



---

**TITLE:**

**Consideration and Approval of Preliminary Plat:** TLC PC Land Investors, LLC requests Preliminary Plat approval for Ghost Tree at Pine Canyon located at 3201 South Clubhouse Circle, a 12-unit single-family home subdivision on 7.87 acres in the Single-Family Residential (R1) Zone.

**STAFF RECOMMENDED ACTION:**

Approve the Preliminary Plat in accordance with the findings presented in this report, the following conditions, and the Planning and Zoning Commission recommendation of approval (7-0 vote in favor on May 8, 2024). The Preliminary Plat is granted a reduction of 1.5% from the preservation requirement of 70% for the 17%-24.99% slope resources based on the request provided.

**Executive Summary:**

TLC PC Land Investors, LLC requests Preliminary Plat approval for Ghost Tree II, located at 3201 S Clubhouse Circle, a single-family subdivision of 12 lots on 7.87 acres in the Single-Family Residential (R1) Zone. This site has a Resource Protection Overlay and is currently vacant. It is located within the Pine Canyon development site.

**Financial Impact:**

There are no financial impacts associated with this Preliminary Plat.

**Policy Impact:**

There are no policy impacts affiliated with this Preliminary Plat.

**Previous Council Decision or Community Discussion:**

The final plat was approved by Council on January 3, 2023. However, there were many small errors in the plat and the Coconino County Recorder's office would not record the document with a list of corrections. This plat has corrected those issues and is now going through the process once again to receive approval.

**Options and Alternatives to Recommended Action:**

1. Approve the Preliminary Plat with conditions, as recommended by the Planning and Zoning Commission.
2. Approve the Preliminary Plat with new, modified, or no conditions.
3. Deny the Preliminary Plat based on non-compliance with the Zoning Code, the Subdivision Code and/or the Engineering Design Standards and Specifications for New Infrastructure.

**Background and History:**

TLC PC Land Investors, LLC is seeking Preliminary Plat approval for a 12-lot single-family residential subdivision within the larger Pine Canyon development. Lot sizes range from 9,342 square feet to 21,861 square feet. The subdivision is one of the last undeveloped areas in Pine Canyon and is located between existing golf course and residential uses. The final plat was approved by Council on January 3, 2023. However, there were many small errors in the plat and the Coconino County Recorder's office would not record the document with a list of corrections. This plat has corrected those issues and is now going through

the process once again to receive approval.

Since the first approval of the final plat, the applicant has identified an issue with meeting the originally proposed building envelopes. Due to the topography of the site, the side-loaded garage design (which helped to accommodate building envelopes that met resource protection standards) has been changed in order to minimize the length and slope of the driveways. The new building envelopes, slightly modified to make room for front-loaded garages, require a reduction in the required amount of preserved slope. Pursuant to Section 10-50.90.110(B), the Commission may allow a modification to the required resources.

**Connection to PBB Priorities and Objectives:**

Livable Community - Provide amenities and activities that support a healthy lifestyle

Livable Community - Actively support attainable and affordable housing through City projects and opportunities with developers.

Livable Community - Achieve a well-maintained community through comprehensive & equitable code compliance, & development that is compatible with community values.

Environmental Stewardship - Actively manage and protect all environmental and natural resources.

**Connection to Regional Plan:**

Goal E&C.7. Give special consideration to environmentally sensitive lands in the development design and review process.

Policy E&C7.2. Favor the use of available mechanisms at the City and County level for the preservation of environmentally sensitive lands, including but not limited to public acquisition, conservation easements, transfer of development rights, or clustered development with open space designations.

Goal CC.1 Reflect and respect the region's natural setting and dramatic views in the built environment.

Goal CC.3 Preserve, restore, enhance, and reflect the design traditions of Flagstaff in all public and private development efforts.

Goal LU.3 Continue to enhance the region's unique sense of place within the urban, suburban, and rural context.

Goal LU.5 Encourage compact development principles to achieve efficiencies and open space preservation.

Goal NH.1. Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff region.

**Connection to Carbon Neutrality Plan:**

HF-1 Protect existing forests, resources, and meaningful open spaces.

**Connection to 10-Year Housing Plan:**

N/A

---

**Attachments:**    [P+Z Staff Report](#)  
                          [Application](#)  
                          [Vicinity Map](#)  
                          [Preliminary Plat](#)  
                          [NRPP Comparison Sheet](#)  
                          [Modification Request Letter](#)  
                          [Building Envelope Comparison](#)  
                          [Review Agency Notifications](#)  
                          [Council Presentation](#)

# PLANNING & DEVELOPMENT SERVICES REPORT

## PRELIMINARY PLAT

**PZ-21-00155-07**

**DATE:** April 29, 2024

**MEETING DATE:** May 8, 2024

**REPORT BY:** Wesley Welch

### **REQUEST:**

TLC PC Land Investors, LLC requests Preliminary Plat approval for Ghost Tree at Pine Canyon located at 3201 South Clubhouse Circle, a 12-unit single-family home subdivision on 7.87 acres in the Single-Family Residential (R1) Zone.

### **STAFF RECOMMENDATION:**

Staff recommends the Planning and Zoning Commission, in accordance with the findings presented in this report, forward the Preliminary Plat to the City Council with a recommendation of approval, given the following condition:

1. The Preliminary Plat is granted a reduction of 1.5% from the preservation requirement of 70% for the 17%-24.99% slope resources based on the request provided.

### **PRESENT LAND USE:**

The vacant subject site is located within the northwestern corner of the larger Pine Canyon development, which encompasses 660-acres. Pine Canyon includes a 31,000 square foot clubhouse, an eighteen-hole golf course occupying approximately 215 acres, 539 single-family lots, 46 townhome lots, and 60 condominiums.

### **PROPOSED LAND USE:**

Ghost Tree at Pine Canyon subdivision, consisting of 12 single-family lots located on 7.87 acres in the Single-Family Residential (R1) Zone.

### **NEIGHBORHOOD DEVELOPMENT:**

See the attached vicinity map for more information.

North: Estates at Pine Canyon Unit One (golf course and undeveloped land), R1 Zone

South: Pine Canyon main entrance and Estates at Pine Canyon Unit One (golf course and single-family homes), R1 Zone

East: Estates at Pine Canyon Unit One (golf course), R1 Zone

West: Estates at Pine Canyon Unit One (golf course and undeveloped land), R1 Zone

### **REQUIRED FINDINGS:**

The Planning and Zoning Commission shall find the Preliminary Plat meets the requirements of the 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.

---

### **STAFF REVIEW:**

#### **I. Project Information**

##### **A. Background**

In June of 2000, the City Council approved a rezoning request and development agreement allowing the development of Pine Canyon, which includes a mixture of condominium, townhomes, estate homes, clubhouse and recreational facilities, maintenance and storage facilities, and an 18-hole private golf course with accessory facilities, located on approximately 660 acres. The primary entrance to Pine Canyon is located near the intersection of Lone Tree Road and John Wesley Powell Blvd, just west of the Ghost Tree plat.

TLC PC Land Investors, LLC is seeking Preliminary Plat approval for a 12-lot single-family residential subdivision within the larger Pine Canyon development. Lot sizes range from 9,342 square feet to 21,861 square feet. The subdivision is one of the last undeveloped areas in Pine Canyon and is located between existing golf course and residential uses. The final plat was approved by Council on January 3, 2023. However, there were many small errors in the plat and the Coconino County Recorder's office would not record the document with a list of corrections. This plat has corrected those issues and is now going through the process once again to receive approval.

Since the first approval of the final plat, the applicant has identified an issue with meeting the originally proposed building envelopes. Due to the topography of the site, the side-loaded garage design (which helped to accommodate building envelopes that met resource protection standards) has been changed in order to minimize the length and slope of the driveways. The new building envelopes, slightly modified to make room for front-loaded garages, require a reduction in the required amount of preserved slope. Pursuant to Section 10-50.90.110(B), the Commission may allow a modification to the required resources.

New infrastructure will need to be provided for the project including a new private road, new water and sewer lines, and Low Impact Development (LID) basins. The proposed lots have been reviewed for compliance with the R1 Zoning district standards as well as conformance with the Resource Protection Overlay. City Staff approved the Preliminary Plat with conditions on March 30, 2024.

### **B. Type of Plat**

This Preliminary Plat request is for a single-family residential subdivision consisting of 12 individual lots. All areas in the subdivision not allocated as lots are reserved as tracts. The size and purpose of the tracts are listed in the Tract Summary Table on page 4 of the plat.

## **II. Required Findings: Conformance with City Development Standards and Regional Plan**

Staff reviewed and approved the Preliminary Plat 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.

### **A. City of Flagstaff Zoning Code**

#### **i. Single-Family Residential (R1) Zone**

The property is zoned R1, Single-Family Residential. The lots within Ghost Tree at Pine Canyon Subdivision comply with the minimum density, lot size, width, and depth requirements for the R1 Zone. For the purposes of tree and steep slope resource protection, the plat proposes unique building envelopes for each lot that meet or exceed the minimum required setbacks for the R1 zone (see pages 4 and 5 of the Preliminary Plat).

- Front: 15' (25' for parking)
- Interior Side: 8'
- Exterior Side: 15'
- Rear: 25'

#### **ii. Natural Resources**

The subject property is located within the Resource Protection Overlay. A Resource Protection Plan was provided in conjunction with this Preliminary Plat. Resources on the site include moderate slopes and forest; there are no floodplains on the site. The Resource Protection Plan submitted with the Preliminary Plat application indicated that the minimum protection standards would need to be adjusted to account for the unique topography of the site. Although the applicant is using unique building envelopes to preserve resources, the required slope resources for

the 17-24.99% slope category are 1.5% short. It is important to note that the applicant preserved extra slope in the 25-34.99% category, however that excess slope was credited towards tree resources based on code provisions of one tree credit per 50 square feet of preserved slope. The Commission may grant the reduction of resources per Section 10-50.90.110(B) of the Flagstaff Zoning Code.

There are four required items that need to be demonstrated for the Commission to grant the requested reduction:

**i. Why priority areas described in Section 10-50.90.030, Priority for Resource Protection, cannot be retained**

The applicant’s narrative provides justification for the reduction of required slope resources based on the topography of the site in relation to the driveways and garages. Previously approved building envelopes were determined to not be feasible due to the sloped nature of the site. The new configurations replace the side-loaded garages with front-loaded garages which results in removing steep driveways in favor of driveways that are more gently sloped.

**ii. That there are no reasonable methods or techniques to implement the resource protection requirements of this division;**

In order to meet the required minimum density, the applicant is not able to provide fewer lots on the site to help mitigate the required resource protection.

**iii. A proposal for mitigation as defined in this section**

Mitigation techniques found in the code (10-50.90.110.B.2 and 3) are directly related to forest resources, there are no mitigation techniques provided by code that apply to slope resources. It is worth noting that the applicant is preserving excess slope in the 25%-34.99% slope category, although this excess slope is being used for tree resource points on the development site.

**iv. Mitigation proposals should not create future fire problems and have been approved by the FFD**

It has been confirmed by the Fire Department that this requirement only applies to forest resources.

**Forest Resource Protection in the R1 Zone: Ghost Tree at Pine Canyon Subdivision**

EXISTING TREE RESOURCE POINTS	REQUIRED PROTECTION LEVEL & POINTS	PROPOSED PROTECTION LEVEL & POINTS
529 points	50% or 265 points	50.5% or 267 points

**Steep Slope Protection in the R1 Zone: Ghost Tree at Pine Canyon Subdivision**

SLOPE RESOURCE	TOTAL SQUARE FEET	REQUIRED PROTECTION LEVEL & SQUARE FOOTAGE	PROTECTED LEVEL & PROTECTED SQUARE FOOTAGE
Slope: 17-24.9%	89,393	70% or 62,575 sq. ft.	68.5% or 61,235 sq. ft.
Slope: 25% - 34.9%	26,326	80% or 21,061 sq. ft.	84.4% or 22,212 sq. ft.
Slope: 35%+	None	--	--

**iii. Parks, Open Space, Pedestrian, and Bicycle Facilities**

As part of the overall Pine Canyon development, a 10-foot-wide paved FUTS trail from the intersection of existing Lone Tree Road to the intersection of JWP Blvd along the north side of the extension of Lone Tree Road to the intersection of Zuni was completed. A 10-foot-wide paved FUTS trail was also constructed from the intersection of Lake Mary Road on the east side of JWP Blvd to the Lone Tree intersection. An extension of the trail was also constructed from the intersection of existing Lone Tree/JWP eastward along the south side of JWP towards the proposed third entrance to Pine Canyon where the FUTS enters the Pine Canyon development and extends to Fisher Point.

#### **iv. Historic/Cultural Resources**

The plat was reviewed by the Historic Preservation Officer and was found approved with no conditions.

### **B. City of Flagstaff Subdivision Standards**

#### **i. Preliminary Plat**

Inter-department Staff (IDS) approved the Preliminary Plat based on conformance with the procedures and application requirements outlined in Section 11-20.60: Preliminary Plat.

#### **ii. Subdivision Standards and Regulations**

IDS also approved the Preliminary Plat based on conformance with relevant standards in Section 11-20.120: Subdivision Design Standards and Requirements.

##### **ii.1 Lot Design**

The proposed subdivision meets the standards for lot design:

- Meet the minimum lot width, depth, and size requirements of the Zoning Code.
- Be designed appropriately for the location and character of the proposed development, street improvements, and underlying topography.
- All lots shall be lawfully built upon and be developable (lots are designed in a way so that development can meet all relevant development standards).
- Buildable area (building envelope) shall be located away from the crest of ridge lines.
- Buildable area shall be determined by setback requirements and the location of natural topographic features.

##### **ii.2 Street Design**

The proposed subdivision meets the standards for street design:

- Meet the street cross-section standards (Engineering Standards) for the type of street proposed.
- Street design is appropriate for underlying topography and in relation to existing streets. Where feasible, streets shall be placed on top of ridges to minimize the extent of grading and reduce the visual impact of development.

##### **ii.3 Easement Design**

The proposed subdivision meets the standards for easement design:

- Easements shall be provided and dedicated where deemed necessary for specific purposes (the plat will dedicate a public utility easement and a drainage easement).
- Drainage easements shall substantially follow the line of any existing watercourse that traverses the land.

##### **ii.4 Block Design**

The proposed subdivision meets the standards for block design:

- Blocks in non-transect zones shall not normally exceed 1,200 feet in length measured from the property lines, except in hillside developments or where a subdivision of one-half acre lots or larger justify or require a variation from this requirement, or where there are unusual conditions of the property being subdivided.

### **C. City of Flagstaff Engineering Standards**

As part of the Preliminary Plat review Staff conducted a public systems analysis to confirm preliminary compliance with Engineering Standards. Following Preliminary Plat approval, the applicant shall submit and receive approval for Civil Engineering Plans for the subdivision prior to review and approval of the Final Plat. Approval of the Civil Engineering Plans will be contingent on the plat meeting City Engineering Standards.

#### **i. Access and Traffic**

A Traffic Impact Analysis was prepared and approved for the entire Pine Canyon master planned community. Improved access to the development is provided by John Wesley Powel (JWP) Blvd from Lake Mary Road, and by the extension of Lone Tree Road from the intersection of Lone Tree Road and Zuni Drive to the intersection of JWP Blvd. All interior streets within Pine Canyon are private and maintained by the Homeowner's Association. A private looped street named Clubhouse Circle provides access throughout Pine Canyon. A new private street with a cul-de-sac (Tract A) will provide direct access to the subject site from Clubhouse Circle.

#### **ii. Water and Wastewater**

The proposed development is serviced by a Zone B water pressure system. All the proposed water mains will be public. The developer has already extended a twenty (20) inch transmission main within the alignment of JWP Blvd from Lake Mary Road into Pine Canyon. A sixteen (16) inch looped water main has been constructed within the alignment of Clubhouse Circle. A new water line will connect to the existing water main west of the subdivision in Clubhouse Circle.

Eight-inch public sewer lines have already been constructed beneath the private streets in Pine Canyon. These public mains flow by gravity into a private lift station. This private lift station transfers the wastewater through a force main north into a public gravity sewer line. All maintenance associated with the private force mains and lift station is the responsibility of the developer/Homeowner Association. A new sewer line will connect to the existing sewer main west of the subdivision in Clubhouse Circle.

#### **iii. Stormwater**

A Stormwater Analysis was previously completed for the entire Pine Canyon development and was accepted by the Stormwater Manager. The development was required to provide subregional on-site detention in the golf course ponds that serve a dual purpose for storage of irrigation water and stormwater detention. Development of the first phase and golf course constructed this system. The applicant also proposes to add several LID basins inside the proposed subdivision and just outside of the proposed subdivision on the golf course. The basins outside of the subdivision boundaries will be documented with Civil Engineering Plan approval.

---

### **RECOMMENDATION**

Staff recommends the Planning and Zoning Commission, in accordance with the required findings presented in this report, forward the Preliminary Plat to the City Council with a recommendation of approval, given the following condition:

1. The Preliminary Plat is granted a reduction of 1.5% from the preservation requirement of 70% for the 17%-24.99% slope resources based on the request provided.

---

### **Attachments:**

- Application



- Preliminary Plat, including the Natural Resource Protection Plan
- Natural Resource Protection Plan Comparison Sheet
- Request for Modification to Resource Protection Standards
- Vicinity Map
- Utility notification letters



# City of Flagstaff

# Community Development Division

211 W. Aspen Ave

P: (928) 213-2618

Flagstaff, AZ 86001

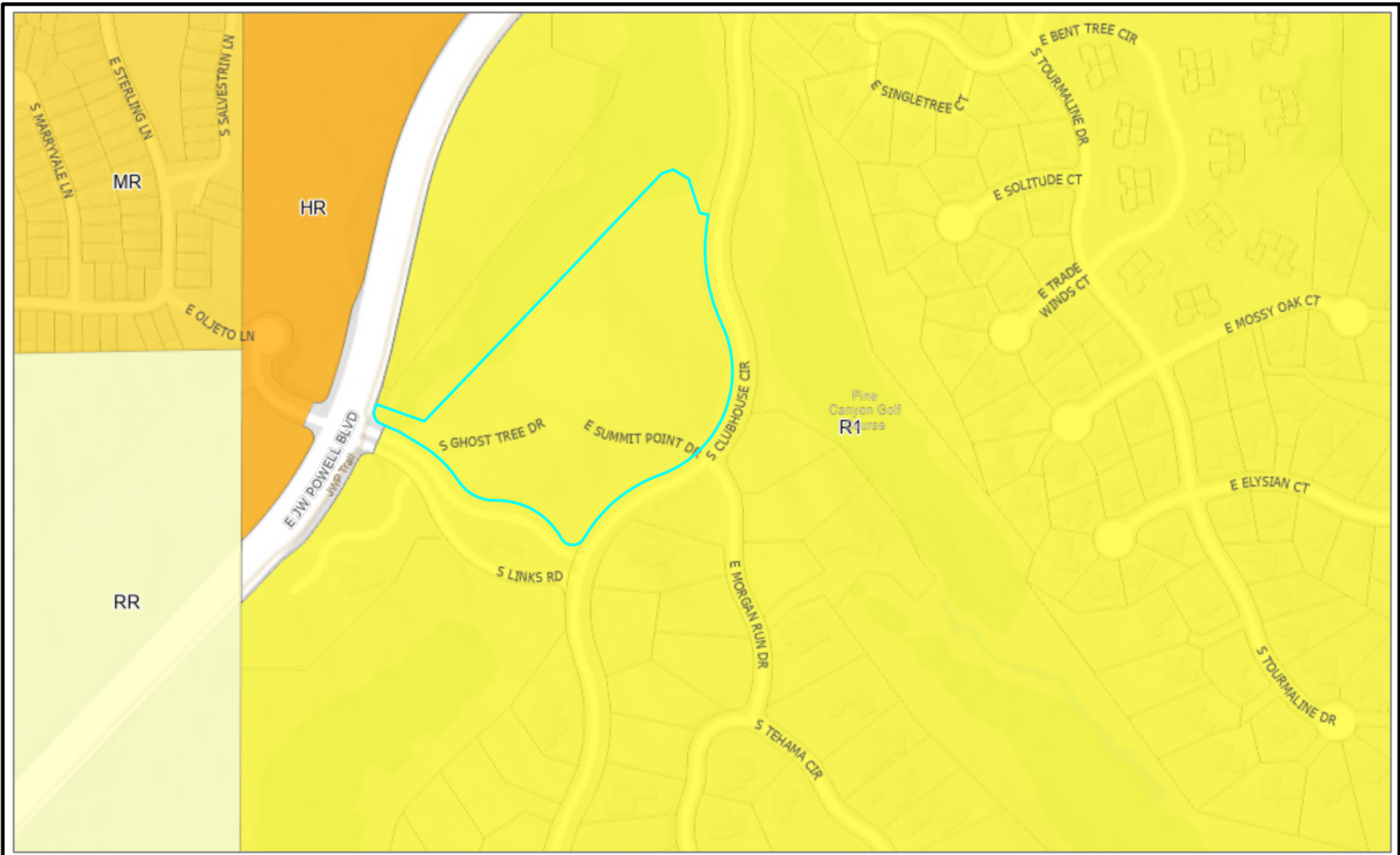
www.flagstaff.az.gov

<b>Date Received</b>	<b>Application for Subdivision Review</b>		<b>File Number</b>
<b>Property Owner(s)</b> Ghost Tree at Pine Canyon, LLC c/o Symmetry Companies		<b>Phone</b> 480-498-3300	
<b>Mailing Address</b> 8601 N. Scottsdale Road		<b>City, State, Zip</b> Scottsdale, AZ 85253	<b>Email</b> tseverson@symmetrycompanies.com
<b>Applicant(s)</b> Gammage & Burnham PLC		<b>Phone</b> 602-256-4449	
<b>Mailing Address</b> 40 N Central Avenue, 20th Floor		<b>City, State, Zip</b> Phoenix, AZ 85004	<b>Email</b> nsobraske@gbllaw.com
<b>Project Representative</b> Lindsay Schube		<b>Phone</b> 602-256-4471	
<b>Mailing Address</b> 40 N Central Avenue, 20th Floor		<b>City, State, Zip</b> Phoenix, AZ 85004	<b>Email</b> lschube@gbllaw.com
<b>Requested Review:</b>	<input type="checkbox"/> Development Master Plan	<input type="checkbox"/> Conceptual Plat	<input type="checkbox"/> Preliminary Plat P&Z and Council
	<input type="checkbox"/> Modified Subdivision	<input checked="" type="checkbox"/> Preliminary Plat	<input type="checkbox"/> Final Plat- Council

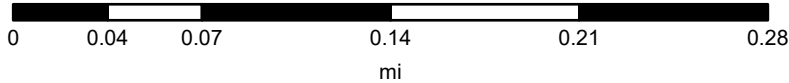
<b>Project Name:</b> Amended Pre-Plat for Ghost Tree at Pine Canyon		<b>Site Address</b> 3201 S Clubhouse Circle		<b>Parcel Number</b> 105-10-206	
<b>Proposed Use</b> Residential Lots and Private Road		<b>Existing Use</b> Undeveloped		<b>Subdivision, Tract &amp; Lot Number</b> Ghost Tree at Pine Canyon, all parcels	
<b>Zoning District</b> R-1 RPO		<b>Regional Plan Category</b> Suburban		<b>Flood Zone</b>	
				<b>Size of Site (Sq. ft. or Acres)</b> 7.87 Acres	
<b>Property Information:</b>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Located in an existing Local/National Historic District? (Name: _____) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Existing structures are over 50 years old at the time of application? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Subject property is undeveloped land?			
<b>Surrounding Uses</b>		<b>North</b>	<b>South</b>	<b>East</b>	<b>West</b>
<b>(Res, Com, Ind)</b>		Golf Course	Residential	Golf Course	Golf Course
<b>Proposed Use:</b>		<b>Number of Lots</b>	<b>Number of Units</b>	<b>Number of acres per use</b>	<b>Building Square Feet</b>
Residential Lots/ Road		see plan sheets	see plan sheets	see plan sheets	see plan sheets
Please complete a "Subdivision Review Application" and provide an initialed "Application and Information Checklist" form along with the required number of plans and information as appropriate for a Development Master Plan, Conceptual, Preliminary or Final Plat. <b>Incomplete submittals will not be scheduled.</b>					
<b>Property Owner Signature: (required)</b>		<b>Date:</b> 2/27/2024	<b>Applicant Signature:</b> <i>L. Schube</i>		<b>Date:</b> 2/27/24

## For City Use

<b>Date Filed:</b>		<b>Case Number (s)</b>			
<b>P &amp; Z Hearing Date:</b>			<b>Publication and Posting Date:</b>		
<b>Council Hearing Date:</b>			<b>Publication and Posting Date:</b>		
<b>Fee Receipt Number:</b>		<b>Amount:</b>		<b>Date:</b>	
<b>Action by Planning and Zoning Commission:</b>			<b>Action By City Council:</b>		
<input type="checkbox"/> Approved			<input type="checkbox"/> Approved		
<input type="checkbox"/> Denied			<input type="checkbox"/> Denied		
<input type="checkbox"/> Continued			<input type="checkbox"/> Continued		
<b>Staff Assignments</b>	<b>Planning</b>	<b>Engineering</b>	<b>Fire</b>	<b>Public Works/Utilities</b>	<b>Stormwater</b>



# CoF Web Map



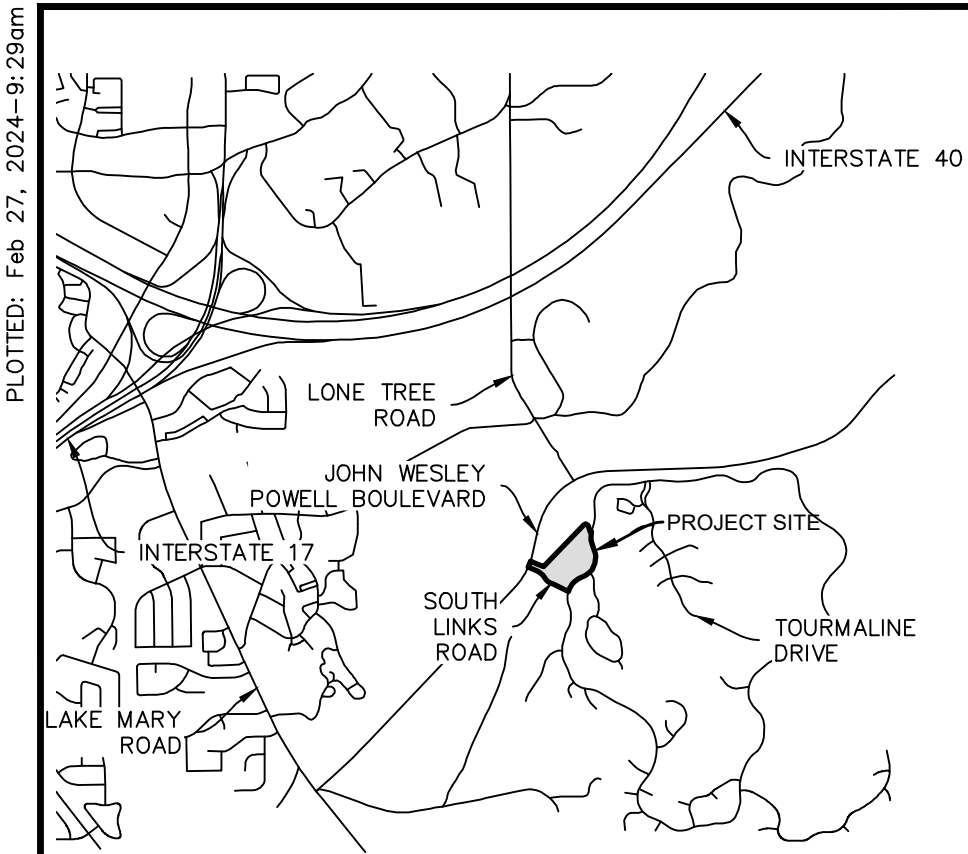
City of Flagstaff maps and data are updated on a regular basis from data obtained from various sources. The City of Flagstaff endeavors to provide accurate information, but accuracy is not guaranteed. You are strongly encouraged to obtain any information you need for a business or legal transaction from a surveyor, engineer, title company, or other licensed professional as appropriate. Information is provided subject to the express condition that you knowingly waive any and all claims for damages against the City of Flagstaff relating to use of this information.



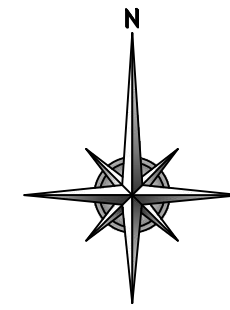
# AMENDED PRELIMINARY PLAT FOR GHOST TREE AT PINE CANYON

AS AMENDED FROM DOCUMENT #3968489, C.C.O.R.

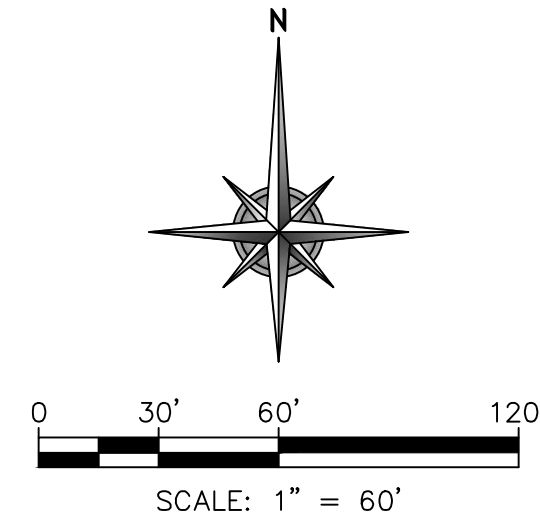
3201 SOUTH CLUBHOUSE CIRCLE, APN 105-10-206  
BEING A RESUBDIVISION TRACT 23 OF THE ESTATES AT PINE CANYON UNIT 1, CASE 8 MAP 92C, C.C.O.R.  
AND BEING A SUBDIVISION PORTION OF PARCEL 2A OF THAT SPECIAL WARRANTY DEED  
RECORDED AT DOCUMENT #3644276, C.C.O.R.  
LOCATED IN SECTION 34, TOWNSHIP 21 NORTH, RANGE 7 EAST,  
GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA



**VICINITY MAP**  
SCALE: 1" = 1/2 MILE



THERE ARE PUBLIC UTILITIES LOCATED WITHIN THE SUBJECT PROPERTY. PLEASE CONTACT AZ811 BEFORE CONSTRUCTION.



LEGEND	
	FOUND 1/2" REBAR & CAP RLS 23372
	FOUND 1/2" REBAR & CAP RLS 23372
	FOUND BOAT SPIKE & WASHER RLS 23372
	FOUND 1/2" REBAR NO MARKINGS
	CALCULATED POINT NOTHING FOUND OR SET
	TO BE SET 1/2" REBAR WITH MARKINGS RLS 33861
$545^{\circ}45'45''W$ 45.00'	PROPOSED LOT DATA BASED ON CALCULATIONS
$573^{\circ}15'32''W$ 86.18'	PARENT PARCEL DATA BASED ON FIELD SURVEY
$1555^{\circ}55'55''W$ 50.00'	RECORD DATA; CASE 9 OF MAPS PAGE 28 OF C.C.O.R.
	PROPOSED LOT BOUNDARY
	PLATTED RIGHT OF WAY
	ADJACENT BOUNDARY LINE
	BUILDING ENVELOPES
	BOUNDARY TIE LINES
	EXISTING EASEMENT AS NOTED
	PROPOSED GOLF COURSE EASEMENT
	PROPOSED SHARED DRIVEWAY CROSS ACCESS EASEMENT
	PROPOSED SEWER EASEMENT
	PROPOSED ACCESS EASEMENT
	CLEAR VIEW ZONE (STREET TYPE VI)
	EXISTING SEWER LINE
	EXISTING WATER LINE
	PROPOSED SEWER LINE
	PROPOSED WATER LINE
	PROPOSED SEWER SERVICE
	PROPOSED WATER SERVICE
	EXISTING INDEX CONTOUR
	INTERMEDIATE CONTOUR
	PROPOSED INDEX CONTOUR
	PROPOSED INTERMEDIATE CONTOUR
	PROPOSED PAVEMENT LINE
	PROPOSED DRAINAGE SWALE
	PROPOSED ROCV/DETENTION POND

UTILITY COMPANY APPROVALS	
ARIZONA PUBLIC SERVICE COMPANY	DATE
UNISOURCE ENERGY SERVICES	DATE
CENTURYLINK	DATE
SPARKLIGHT	DATE

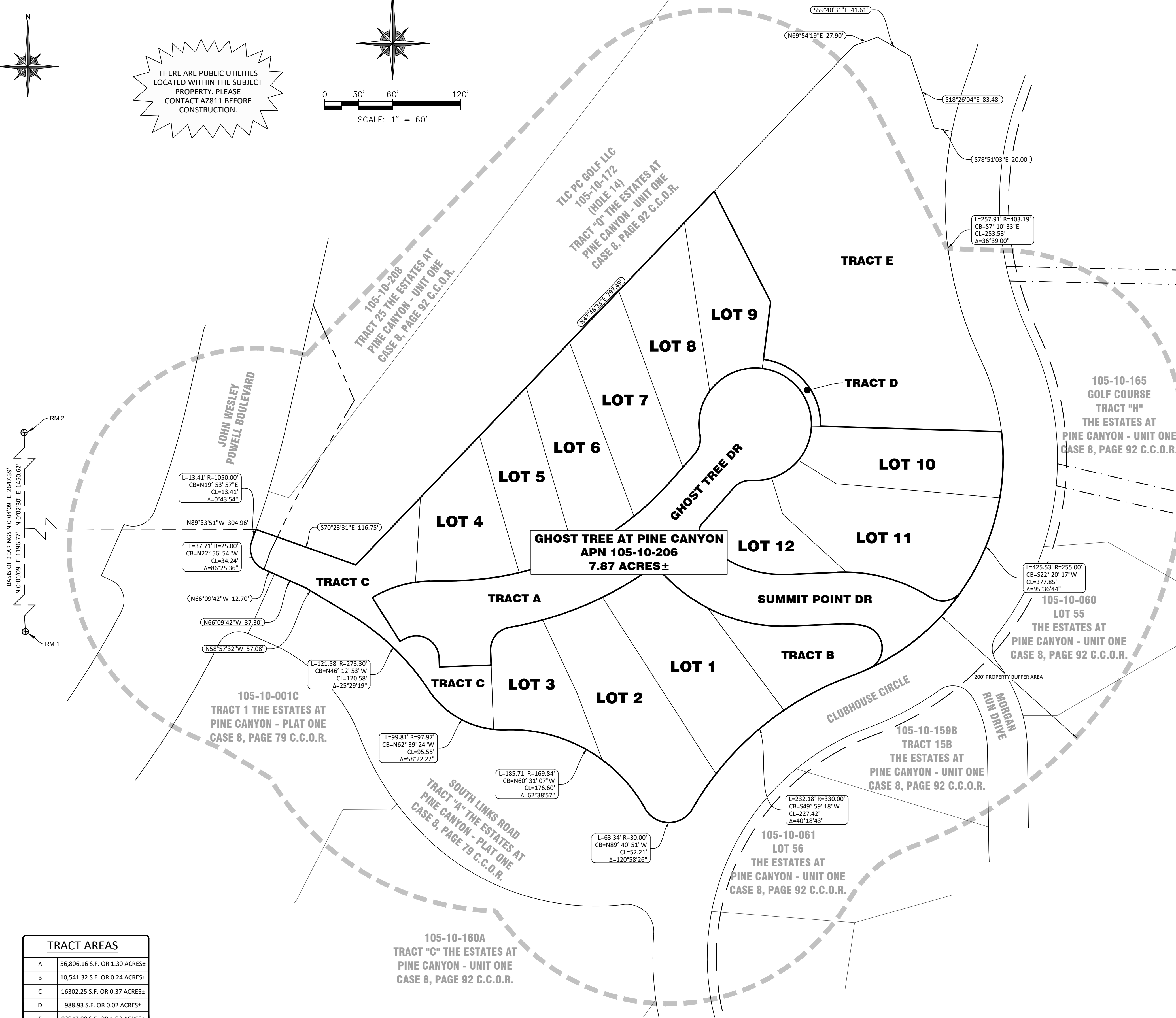
**PROJECT WATER INFORMATION**

1. THE CITY OF FLAGSTAFF PROVIDES WATER (UTILITY) SERVICE PURSUANT TO STATE LAW, AND IS CURRENTLY OPERATING UNDER A DESIGNATION OF ADEQUATE WATER SUPPLY GRANTED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES, APPLICATION NO. 41-900002.0002.

**PUBLIC UTILITY EASEMENT NOTE**

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.

TRACT AREAS	
A	56,806.16 S.F. OR 1.30 ACRES±
B	10,541.32 S.F. OR 0.24 ACRES±
C	16302.25 S.F. OR 0.37 ACRES±
D	988.93 S.F. OR 0.02 ACRES±
E	83947.89 S.F. OR 1.93 ACRES±



**PROJECT INFORMATION**

**CLIENT:**  
TLC PC LAND INVESTORS, LLC  
8601 NORTH SCOTTSDALE ROAD SUITE 335  
SCOTTSDALE, ARIZONA 85253  
(928) 830-0866

**ENGINEER / SURVEYOR:**  
GRANITE BASIN ENGINEERING, INC.  
1981 COMMERCE CENTER CIRCLE, SUITE B  
PRESCOTT, ARIZONA 86301  
(928) 717-0171

**SITE DATA:**  
ASSESSOR PARCEL NUMBER(S)  
105-10-206 (7.87 AC.±)  
3201 SOUTH CLUBHOUSE CIRCLE

**ZONING NOTE:**  
CITY OF FLAGSTAFF ZONING INFORMATION  
R1; SINGLE FAMILY RESIDENTIAL  
(SEE BUILDING ENVELOPE DATA, SHEETS 5 & 6)

**DISTURBANCE LIMITATION NOTE:**  
DISTURBANCE IS LIMITED TO THE AREAS INSIDE THE BUILDING ENVELOPE IDENTIFIED ON EACH LOT.

**FLOODPLAIN NOTE:**  
THE SURVEYED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION ZONE "X" BY THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, ON FLOOD INSURANCE RATE MAP NO. 04005C6817G, WITH A DATE OF IDENTIFICATION OF SEPTEMBER 3, 2010 FOR COMMUNITY NUMBER 040020, IN COCONINO COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID SURVEYED PROPERTY IS SITUATED.

**SEWAGE DISPOSAL:**  
CITY OF FLAGSTAFF

**WATER PROVIDER:**  
CITY OF FLAGSTAFF

**FIRE PROTECTION:**  
CITY OF FLAGSTAFF FIRE DEPARTMENT

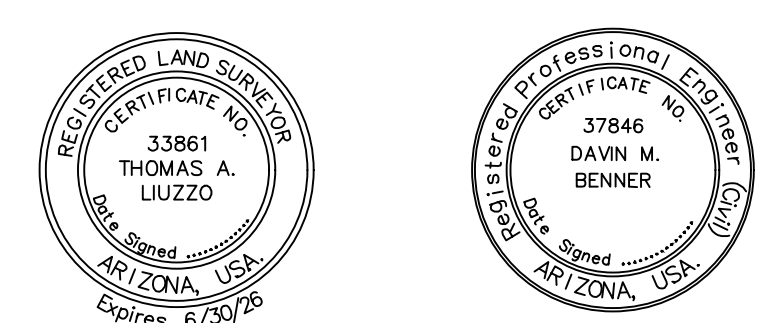
**SCHOOL DISTRICT:**  
FLAGSTAFF UNIFIED SCHOOL DISTRICT #1

SHEET INDEX	
1	SITE OVERVIEW
2	EXISTING CONDITIONS
3	PROPOSED CONDITIONS
4	LOTTLING PLAN
5	BUILDING ENVELOPES PLAN
6	BUILDING ENVELOPE GEOMETRIC TABLES
7	NATURAL RESOURCE PROTECTION PLAN & TREE SURVEY
8	FOREST RESOURCE DATA

BASIS OF BEARINGS & BENCHMARKS			
THE BASIS OF BEARING FOR THIS SURVEY IS ON THE CITY OF FLAGSTAFF LOCAL DATUM AND THE NAVD 88 VERTICAL DATUM AND IS N 00° 04' 09" EAST 2647.39' ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 34 BETWEEN THE WEST QUARTER CORNER (RM 1) MARKED BY A BLM BRASS CAP DATED 1965 AND THE NORTHWEST CORNER (RM 2) MARKED BY A BLM BRASS CAP DATED 1965.			
REFERENCE MARK	NORTHING	EASTING	ELEVATION(88)
RM 1	38853.27	31698.75	6991.57
RM 2	41500.83	31702.05	6927.21
THE COORDINATE SYSTEM FOR THIS PROJECT IS THE CITY OF FLAGSTAFF LOCAL COORDINATE SYSTEM MODIFIED FROM ARIZONA STATE PLANE CENTRAL ZONE. THE PROJECT IS DESIGNED ON THE NAVD 88 ELEVATION.			

**SURVEYOR'S CERTIFICATE:**

I, THOMAS A. LUZZO, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD LICENSE NUMBER 33861 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF ARIZONA. I FURTHER CERTIFY THAT I HAVE PREPARED THIS PLAT FROM THE ORIGINAL FIELD NOTES MADE DURING A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND THAT THIS PLAT IS A TRUE AND ACCURATE MAP OF THE LAND SURVEYED AND WAS PERFORMED IN ACCORDANCE WITH THE ARIZONA MINIMUM STANDARDS FOR LAND SURVEY EFFECTIVE FEBRUARY 2002.



FILE: Z:\Projects\PINE\_CANYON\PROJECTS\19009\_PC\_Trac1\_23\_GHOST\_TREE\DWG\PLAT\AMENDED\19009-01-PLAT-COVER.dwg <CC3D Imperial>

PLOTTED: Feb 27, 2024 - 9:29am

JOB: 19009

DATE: 2/22/2024

SCALE: AS SHOWN

DRAWN: TS

DESIGN: TS

CHECKED: TL

ARIZONA 811  
Call at least two full working days before you begin excavation  
Dial 811 or 1-800-5-TAKEIT (762-5148)  
In Maricopa County, (602) 263-1100

GRANITE BASIN ENGINEERING, INC.  
1981 COMMERCE CENTER CIRCLE, SUITE B, PRESCOTT, ARIZONA 86301  
WWW.GRANITEBASINENGINEERING.COM

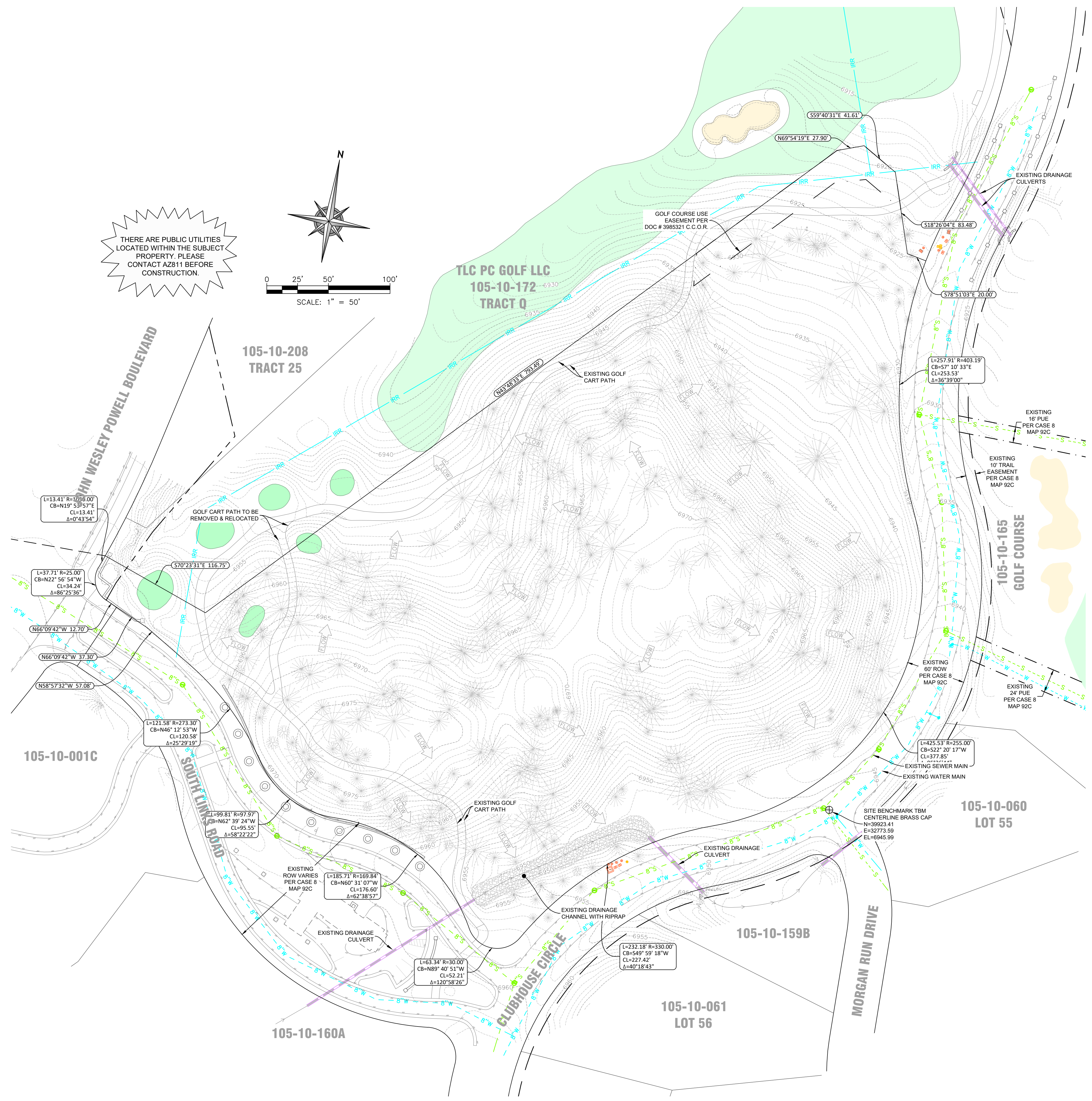
TLC PC LAND INVESTORS, LLC  
8601 NORTH SCOTTSDALE ROAD, SUITE 335  
SCOTTSDALE, ARIZONA 85253

AMENDED PRELIMINARY PLAT FOR  
GHOST TREE AT PINE CANYON  
PARENT BOUNDARY PLAN AND SITE OVERVIEW

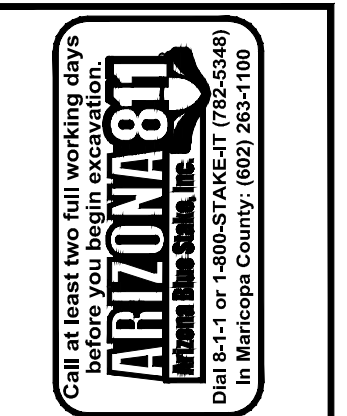
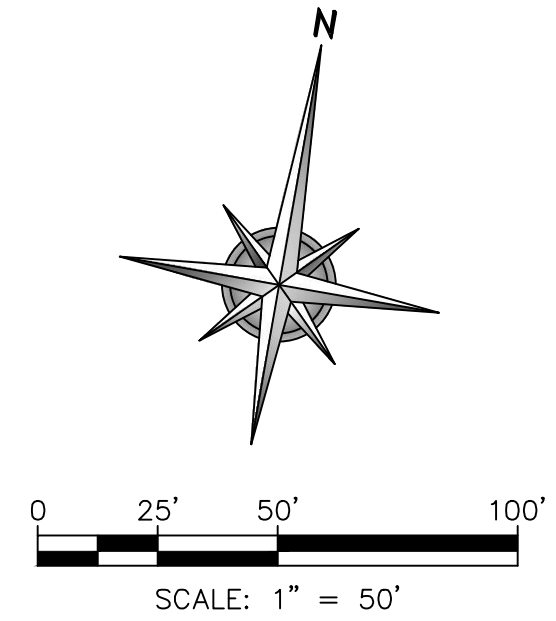
PRELIMINARY FOR REVIEW AND COMMENT

1

SHEET 1 OF 8



THERE ARE PUBLIC UTILITIES LOCATED WITHIN THE SUBJECT PROPERTY. PLEASE CONTACT AZ811 BEFORE CONSTRUCTION.



REVISIONS	DATE	BY

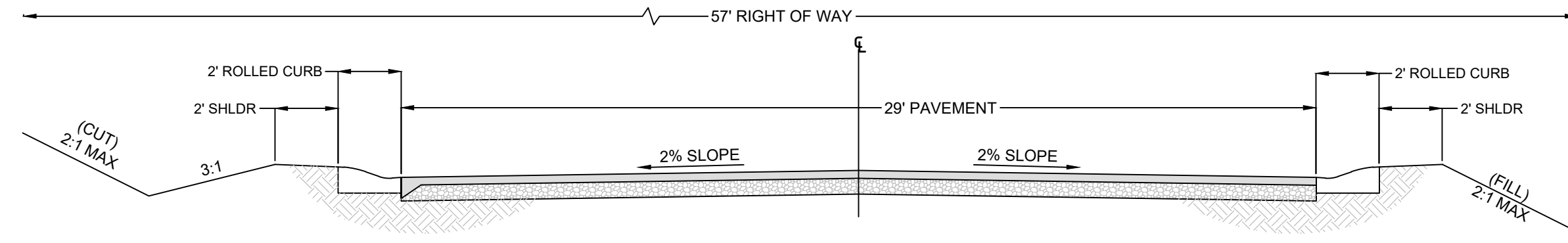
**GRANITE BASIN ENGINEERING, INC.**  
 1901 COMBINE CENTER CIRCLE, SUITE 100, WILSONVILLE, ARIZONA 85158  
 WWW.GRANITEBASINENGINEERING.COM

TLC PC LAND INVESTORS, LLC  
 8601 NORTH SCOTTSDALE ROAD, SUITE 335  
 SCOTTSDALE, ARIZONA 85253  
 AMENDED PRELIMINARY PLAT FOR  
 GHOST TREE AT PINE CANYON  
 EXISTING CONDITIONS

**PRELIMINARY FOR REVIEW AND COMMENT**

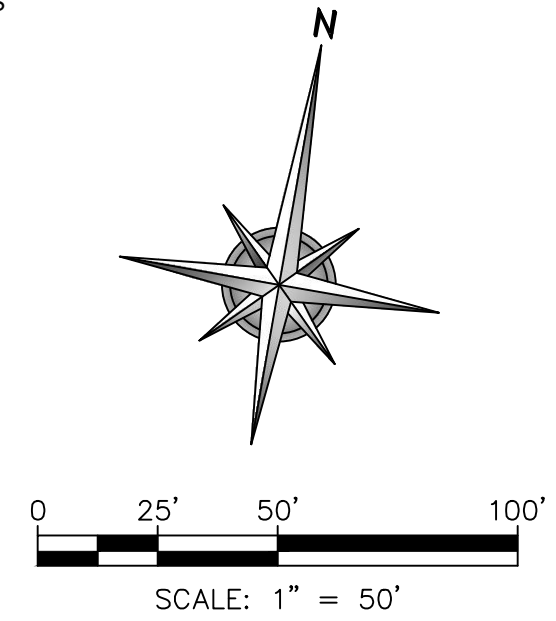
JOB:	19009
DATE:	2/22/2024
SCALE:	AS SHOWN
DRAWN:	TS
DESIGN:	TS
CHECKED:	TL

PLOTTED: Feb. 27, 2024 - 9:30am



**LOCAL RESIDENTIAL STREET SECTION**

SCALE: 1/4" = 1'  
 -CUL-DE-SAC PER COF FD AMENDMENTS TO 2018 IFC SECTION 503.2.4  
 -LOCAL RESIDENTIAL STREET SECTION PER TABLE 13-10-01-01 CITY CODE WITHOUT SIDEWALK  
 -10% MAXIMUM ROADWAY SLOPE ALLOWED  
 -FIRE LANE - NO PARKING' SIGNS SHALL BE PLACED PER COF FIRE DEPARTMENT REQUIREMENTS



THERE ARE PUBLIC UTILITIES LOCATED WITHIN THE SUBJECT PROPERTY. PLEASE CONTACT AZ811 BEFORE CONSTRUCTION.

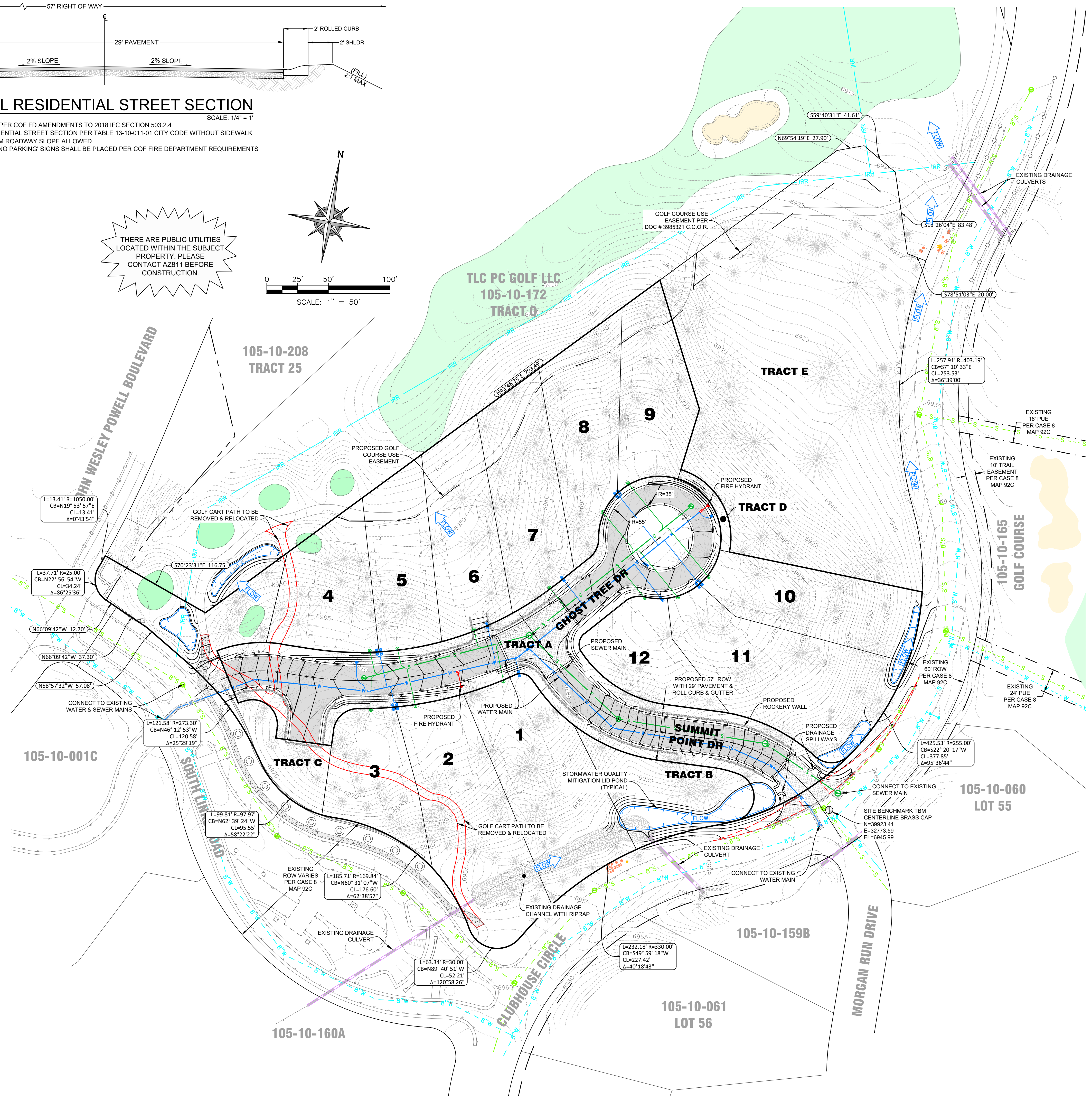
**RAW EARTHWORK**  
**EXCAVATION (CUT) ≈ 1,656 CY**  
**EMBANKMENT (FILL) ≈ 1,366 CY**

**EARTHWORK ASSUMPTIONS**

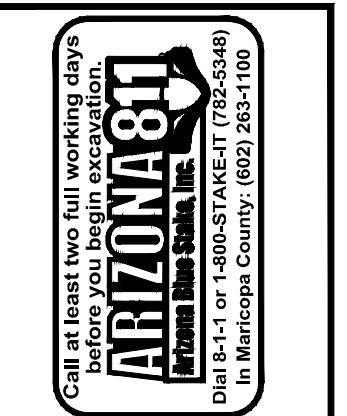
- EARTHWORK SHALL FOLLOW RECOMMENDATIONS OF THE GEOTECHNICAL REPORT.
- EXCAVATION FOR PAVEMENT SECTION ASSUMED TO BE 9" BELOW FINAL GRADE.
- CONTRACTOR SHALL OBTAIN SEPARATE GRADING PERMIT FOR SURPLUS MATERIAL PLACED OFF-SITE IN CONFORMANCE WITH THE CITY OF FLAGSTAFF REQUIREMENTS.

**DRIVEWAY SLOPES**

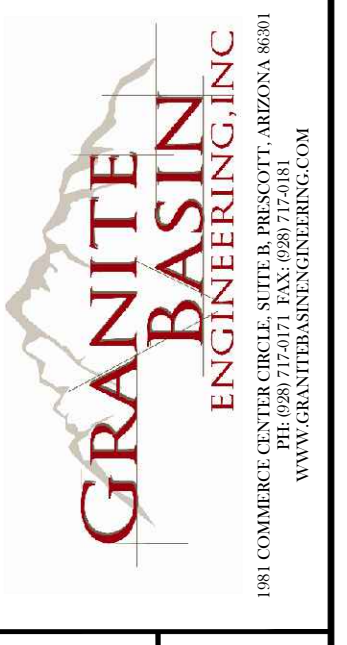
0' - 25'	16%
25' - 150'	20%
150' +	10%



FILE: Z:\Projects\PINE\_CANYON\PROJECTS\19009\_PC\_Tract\_23\_GHOST\_TREE\DWG\PLAT\PLAT\_AMENDED\19009-03-PP\PLAT-PROP.dwg <<C3D Imperial>>



REVISIONS	DATE	BY

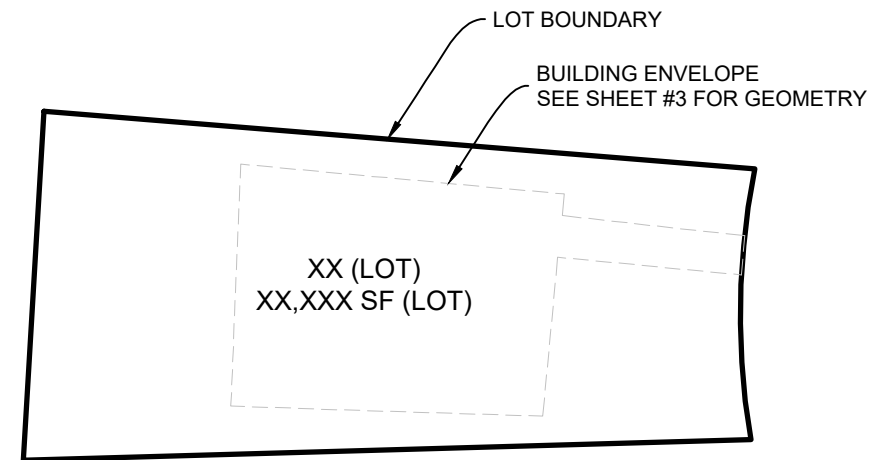


TLC PC LAND INVESTORS, LLC  
 8601 NORTH SCOTTSDALE ROAD, SUITE 335  
 SCOTTSDALE, ARIZONA 85253

AMENDED PRELIMINARY PLAT FOR  
 GHOST TREE AT PINE CANYON  
 PROPOSED CONDITIONS

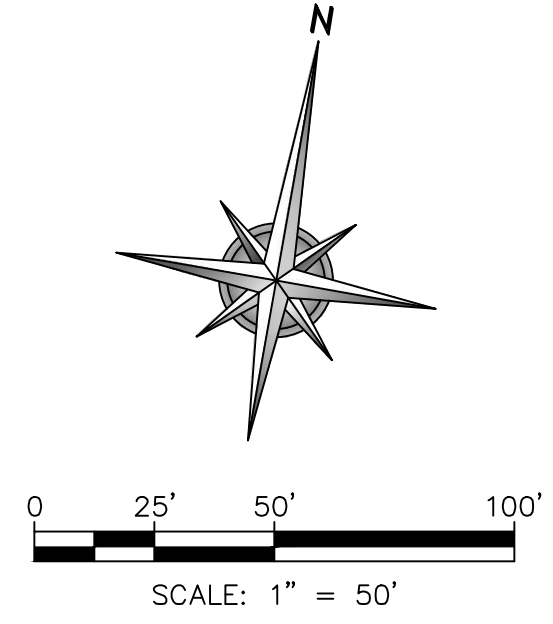
**PRELIMINARY FOR REVIEW AND COMMENT**

JOB:	19009
DATE:	2/22/2024
SCALE:	AS SHOWN
DRAWN:	TS
DESIGN:	TS
CHECKED:	TL



TYPICAL LOT DETAIL  
NOT TO SCALE

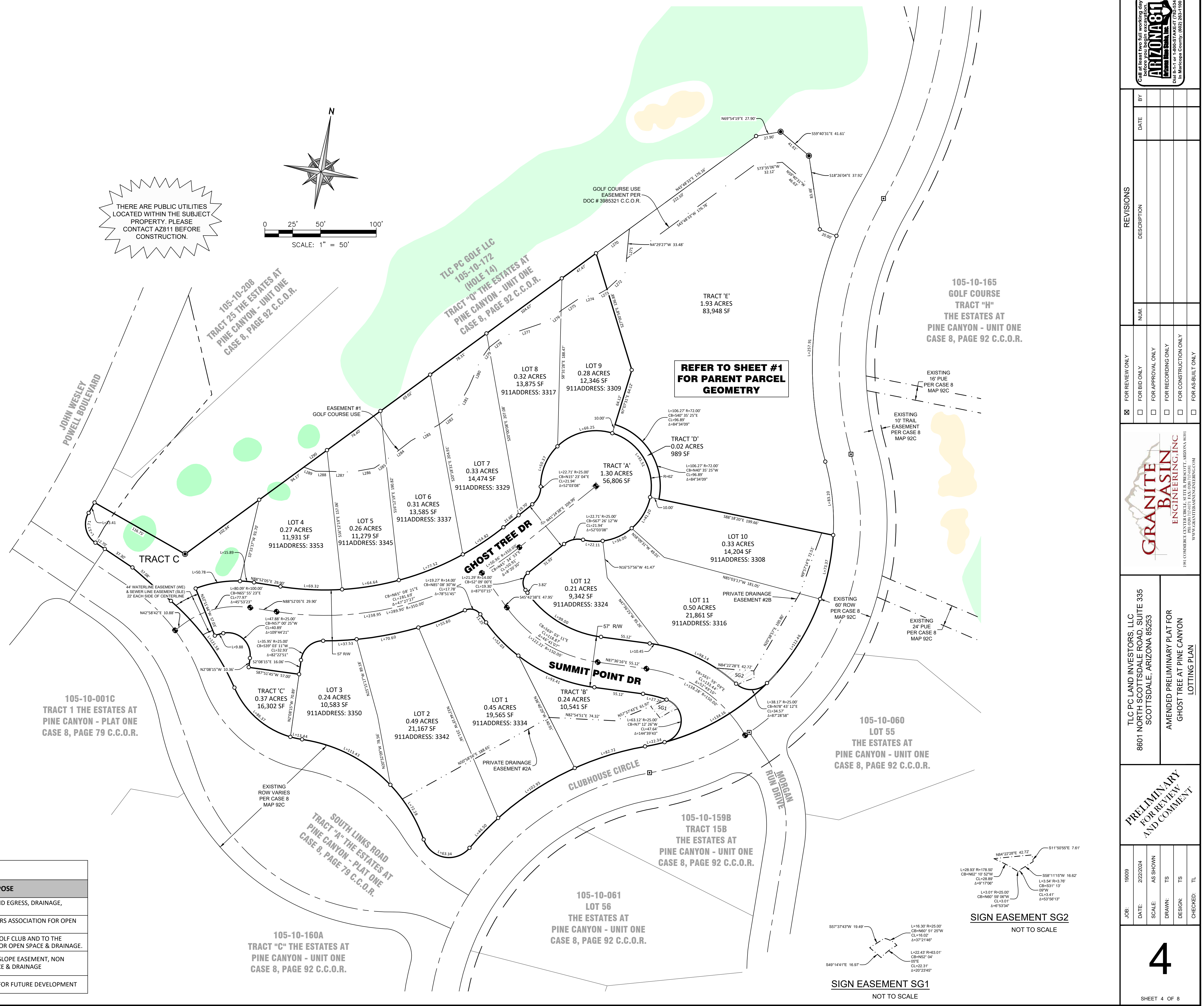
THERE ARE PUBLIC UTILITIES LOCATED WITHIN THE SUBJECT PROPERTY. PLEASE CONTACT AZ811 BEFORE CONSTRUCTION.



LEGEND	
●	FOUND 1/2" REBAR & CAP RLS 23372
⊙	BLM BRASS CAP DATED 1965
□	CENTERLINE MONUMENT 2" ALUMINUM CAP
○	PROPERTY CORNER TO BE SET 1/2" REBAR & CAP RLS 33861
⊙	CENTERLINE MONUMENT TO BE SET BRASS CAP WITH MARKINGS RLS 33861
S45°45'45"W 45.00'	PROPOSED LOT DATA BASED ON CALCULATIONS LINE LENGTH WHEN PARALLEL TO THE ROAD CENTERLINE
45.00'	ARC LENGTH WHEN PARALLEL TO THE ROAD CENTERLINE
L=45.00'	PARENT PARCEL DATA BASED ON FIELD SURVEY
(S73°15'32"W 86.18)	RECORD DATA: CASE 9 OF MAPS PAGE 28 OF C.C.O.R.
(S55°55'55"W 50.00)R	DRAINAGE EASEMENT
---	SLOPE EASEMENT
---	SEWER EASEMENT
---	TRAIL EASEMENT
---	PROJECT BOUNDARY
---	RIGHT-OF-WAY
---	ADJACENT PARCELS
---	EXISTING INDEX CONTOUR
---	INTERMEDIATE CONTOUR
---	BUILDING ENVELOPES
---	CENTERLINE
---	GOLF COURSE USE EASEMENT

LOT SUMMARY		
LOT #	AREA (SF)	AREA (AC)
389	19,565	0.45
390	21,167	0.49
391	10,583	0.24
392	11,931	0.27
393	11,279	0.26
394	13,585	0.31
395	14,474	0.33
396	13,875	0.32
397	12,346	0.28
398	14,204	0.33
399	21,861	0.50
400	9,342	0.21

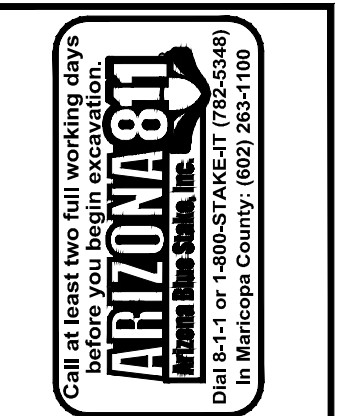
TRACT SUMMARY			
TRACT	AREA (SF)	AREA (AC)	PURPOSE
A	56,806	1.30	PRIVATE ROAD FOR INGRESS AND EGRESS, DRAINAGE, UTILITIES AND LANDSCAPING.
B	10,541	0.24	RESERVED TO THE HOMEOWNERS ASSOCIATION FOR OPEN SPACE & DRAINAGE
C	16,301	0.37	RESERVED FOR PINE CANYON GOLF CLUB AND TO THE HOMEOWNERS ASSOCIATION FOR OPEN SPACE & DRAINAGE.
D	989	0.02	RESERVED TO DEVELOPER FOR SLOPE EASEMENT, NON VEHICULAR ACCESS, OPEN SPACE & DRAINAGE
E	83,948	1.93	RESERVED TO THE DEVELOPER FOR FUTURE DEVELOPMENT



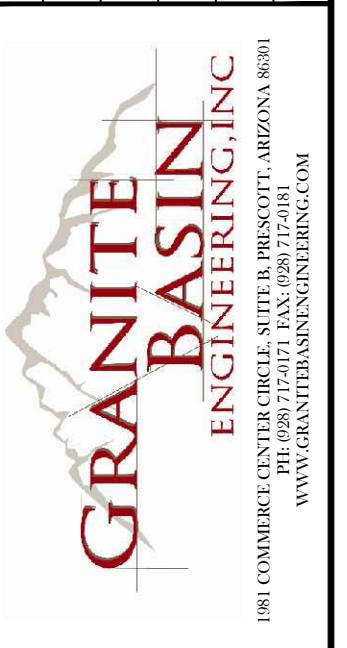
REFER TO SHEET #1 FOR PARENT PARCEL GEOMETRY

SIGN EASEMENT SG2  
NOT TO SCALE

SIGN EASEMENT SG1  
NOT TO SCALE



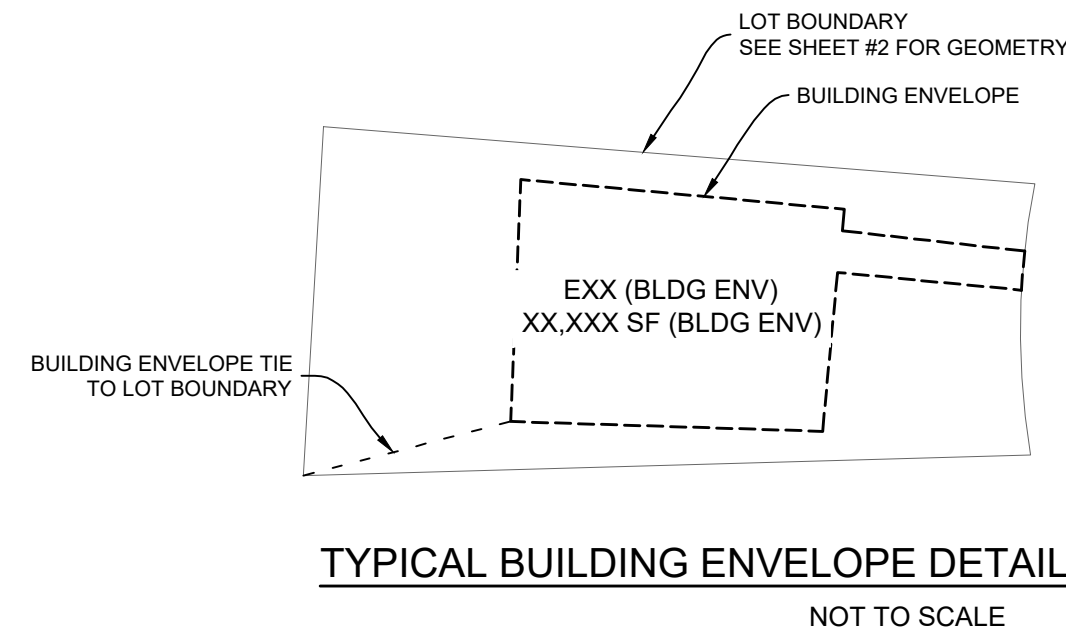
REVISIONS	DATE	BY



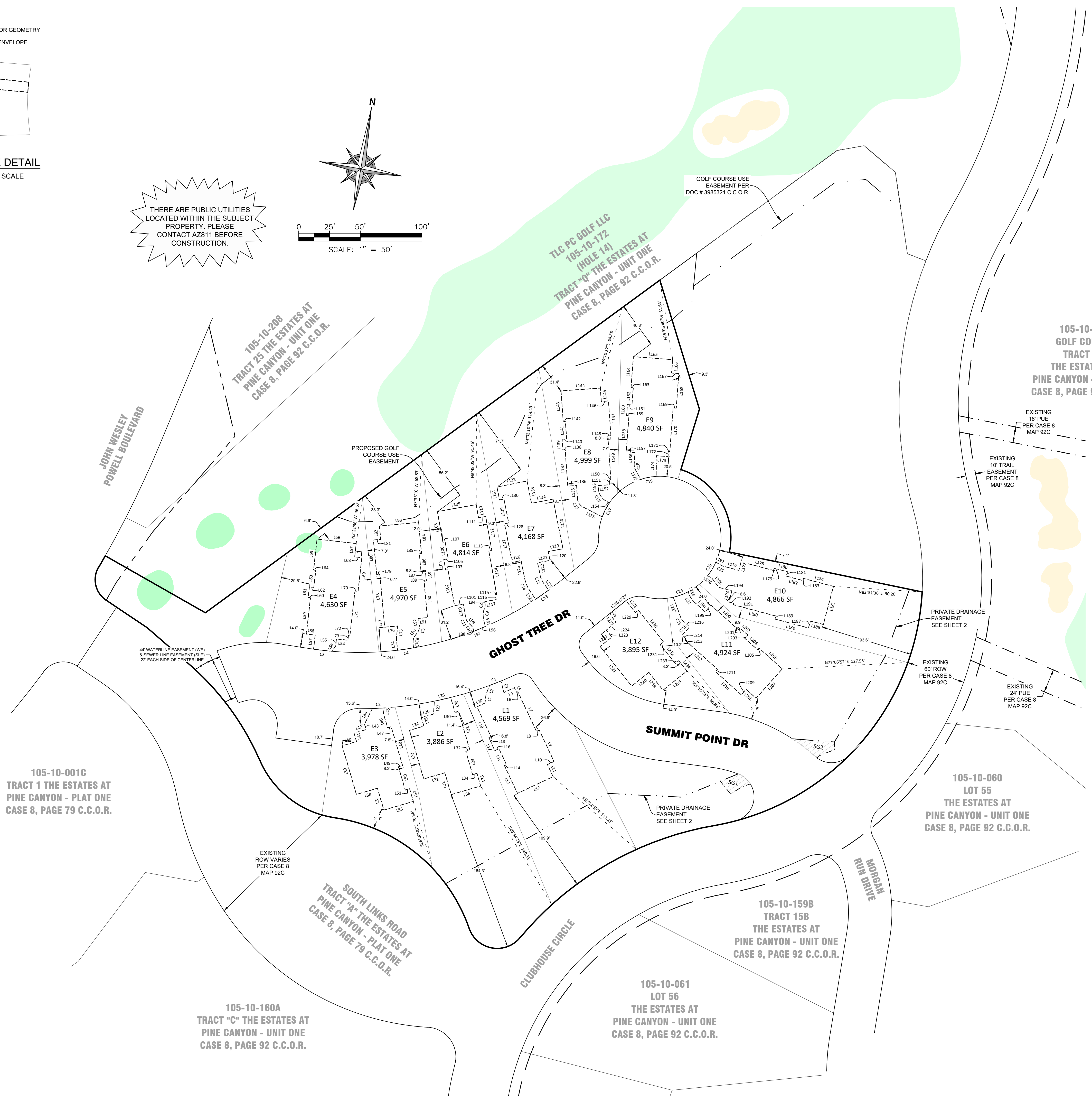
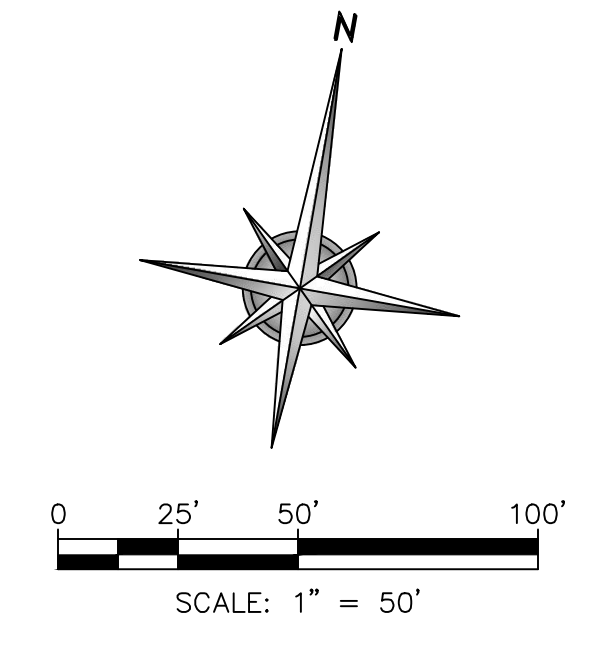
TLC PC LAND INVESTORS, LLC  
8601 NORTH SCOTTSDALE ROAD, SUITE 335  
SCOTTSDALE, ARIZONA 85253  
AMENDED PRELIMINARY PLAT FOR  
GHOST TREE AT PINE CANYON  
LOTTING PLAN

PRELIMINARY FOR REVIEW AND COMMENT

JOB:	19009
DATE:	2/22/2024
SCALE:	AS SHOWN
DRAWN:	TS
DESIGN:	TS
CHECKED:	TL



THERE ARE PUBLIC UTILITIES LOCATED WITHIN THE SUBJECT PROPERTY. PLEASE CONTACT AZ811 BEFORE CONSTRUCTION.



JOB: 19009 DATE: 2/27/2024 SCALE: AS SHOWN DRAWN: TS DESIGN: TS CHECKED: TL	PRELIMINARY FOR REVIEW AND COMMENT
TLC PC LAND INVESTORS, LLC 8601 NORTH SCOTTSDALE ROAD, SUITE 335 SCOTTSDALE, ARIZONA 85253 AMENDED PRELIMINARY PLAT FOR GHOST TREE AT PINE CANYON BUILDING ENVELOPES PLAN	GRANITE BASIN ENGINEERING, INC. 1901 COMMERCE CENTER CIRCLE, SUITE 100, PHOENIX, ARIZONA 85004 WWW.GRANITEBASINENGINEERING.COM
REVISIONS NUM. DESCRIPTION	FOR REVIEW ONLY <input checked="" type="checkbox"/> FOR BID ONLY <input type="checkbox"/> FOR APPROVAL ONLY <input type="checkbox"/> FOR RECORDING ONLY <input type="checkbox"/> FOR CONSTRUCTION ONLY <input type="checkbox"/> FOR AS-BUILT ONLY
DATE BY	REVISIONS DESCRIPTION
<h1>5</h1>	
SHEET 5 OF 8	



**LOT 1 (E1)**

BUILDING ENVELOPE DATA

SEGMENT #	LENGTH	BEARING/Delta	RADIUS
C1	12.35	1.87	378.50
L3	12.08	S24° 40' 08"E	
L5	5.00	S35° 06' 23"E	
L4	11.69	N54° 53' 37"E	
L6	1.47	N54° 53' 37"E	
L7	44.60	S35° 06' 23"E	
L8	3.16	N54° 53' 37"E	
L9	35.19	S35° 06' 23"E	
L10	7.33	S54° 53' 37"W	
L11	13.56	S35° 06' 23"E	
L12	39.91	S54° 53' 37"W	
L13	31.48	N35° 06' 23"W	
L14	2.25	N54° 53' 37"E	
L15	17.45	N35° 06' 23"W	
L18	2.38	N54° 53' 37"E	
L16	4.57	S54° 53' 37"W	
L17	10.94	N35° 06' 23"W	
L19	36.99	N35° 06' 23"W	
L20	8.96	N54° 53' 37"E	
L1	9.29	N02° 47' 10"W	
L2	9.32	N11° 51' 30"E	

**LOT 2 (E2)**

BUILDING ENVELOPE DATA

SEGMENT #	LENGTH	BEARING/Delta	RADIUS
L28	16.91	N67° 11' 17"E	
L27	13.03	N06° 20' 57"W	
L30	3.71	N63° 39' 09"E	
L29	15.61	S26° 20' 51"E	
L31	41.04	S26° 20' 51"E	
L32	4.33	S63° 39' 09"W	
L33	24.57	S26° 20' 51"E	
L35	13.38	S26° 20' 51"E	
L34	4.56	N63° 39' 09"E	
L36	31.10	S63° 39' 09"W	
L21	23.08	N26° 20' 51"W	
L22	22.25	S63° 39' 09"W	
L23	51.33	N26° 20' 51"W	
L24	15.24	N63° 39' 09"E	
L25	8.99	N26° 56' 42"W	
L26	12.94	N63° 39' 09"E	

**LOT 3 (E3)**

BUILDING ENVELOPE DATA

SEGMENT #	LENGTH	BEARING/Delta	RADIUS
L49	4.33	S63° 39' 09"W	
L48	41.04	S26° 20' 51"E	
L47	3.71	N63° 39' 09"E	
L46	15.30	S26° 20' 51"E	
L45	5.45	S00° 13' 01"E	
C2	12.06	1.51	458.86
L44	17.72	N16° 58' 13"E	
L43	5.73	N26° 20' 51"W	
L42	12.79	N63° 39' 09"E	
L41	8.99	N26° 56' 42"W	
L40	15.24	N63° 39' 09"E	
L39	51.33	N26° 20' 51"W	
L50	24.57	S26° 20' 51"E	
L52	13.38	S26° 20' 51"E	
L51	4.56	N63° 39' 09"E	
L53	31.10	S63° 39' 09"W	
L37	23.08	N26° 20' 51"W	
L38	22.25	S63° 39' 09"W	

**LOT 4 (E4)**

BUILDING ENVELOPE DATA

SEGMENT #	LENGTH	BEARING/Delta	RADIUS
L73	5.00	S03° 32' 26"E	
L72	1.47	S86° 27' 34"W	
L71	44.60	S03° 32' 26"E	
L70	3.16	S86° 27' 34"W	
L69	35.19	S03° 32' 26"E	
L68	7.33	N86° 27' 34"E	
L67	13.56	S03° 32' 26"E	
L66	39.91	N86° 27' 34"E	
L65	31.48	N03° 32' 26"W	
L64	2.25	S86° 27' 34"W	
L63	17.45	N03° 32' 26"W	
L62	4.57	N86° 27' 34"E	
L61	10.94	N03° 32' 26"W	
L60	2.38	S86° 27' 34"W	
L59	36.99	N03° 32' 26"W	
L58	8.96	S86° 27' 34"W	
L57	14.37	N03° 32' 26"W	
C3	18.71	3.33	321.50
L56	6.43	S26° 23' 19"W	
L55	7.39	S03° 32' 26"E	
L54	11.69	S86° 27' 34"W	

**LOT 5 (E5)**

BUILDING ENVELOPE DATA

SEGMENT #	LENGTH	BEARING/Delta	RADIUS
L85	2.25	S74° 41' 14"W	
L84	31.48	S15° 18' 46"E	
L83	39.91	N74° 41' 14"E	
L82	13.56	N15° 18' 46"W	
L81	7.33	N74° 41' 14"E	
L80	35.19	N15° 18' 46"W	
L79	3.16	S74° 41' 14"W	
L78	44.60	N15° 18' 46"W	
L77	9.21	N15° 18' 46"W	
L76	13.12	S74° 41' 14"W	
L75	12.44	N04° 22' 13"W	
L74	12.29	N15° 18' 46"W	
C7	5.39	14.48	21.32
C6	7.48	42.88	10.00
L93	3.76	S27° 34' 00"W	
C5	7.48	42.88	10.00
L92	7.62	S15° 18' 46"E	
L91	8.96	S74° 41' 14"W	
C4	16.43	2.93	321.50
L89	2.38	S74° 41' 14"W	
L88	10.94	S15° 18' 46"E	
L87	4.57	N74° 41' 14"E	
L86	17.45	S15° 18' 46"E	

**LOT 6 (E6)**

BUILDING ENVELOPE DATA

SEGMENT #	LENGTH	BEARING/Delta	RADIUS
L111	7.33	N69° 41' 29"E	
L110	13.56	S20° 18' 31"E	
L109	39.91	N69° 41' 29"E	
L107	2.25	S69° 41' 29"W	
L108	31.48	N20° 18' 31"W	
L106	17.45	N20° 18' 31"W	
L104	10.94	N20° 18' 31"W	
L103	2.38	S69° 41' 29"W	
L105	4.57	N69° 41' 29"E	
L113	3.16	S69° 41' 29"W	
L112	35.19	S20° 18' 31"E	
L114	44.60	S20° 18' 31"E	
L117	11.69	S69° 41' 29"W	
L116	5.00	S20° 18' 31"E	
L115	1.47	S69° 41' 29"W	
L102	36.99	N20° 18' 31"W	
L101	8.96	S69° 41' 29"W	
L100	14.20	N20° 18' 31"W	
C11	7.01	40.18	10.00
L99	1.32	N60° 29' 30"W	
C10	7.01	40.18	10.00
L98	0.97	N20° 18' 31"W	
L97	5.47	S58° 10' 01"W	
L96	6.81	S57° 04' 24"W	
L95	9.50	S20° 18' 31"E	
C9	8.97	34.26	15.00
C8	5.98	34.26	10.00
L94	1.44	S20° 18' 31"E	

**LOT 7 (E7)**

BUILDING ENVELOPE DATA

SEGMENT #	LENGTH	BEARING/Delta	RADIUS
L134	22.25	N68° 43' 43"E	
L133	23.08	S21° 16' 17"E	
L132	31.10	N68° 43' 43"E	
L131	13.38	N21° 16' 17"W	
L130	4.56	S68° 43' 43"W	
L129	24.57	N21° 16' 17"W	
L128	4.33	N68° 43' 43"E	
L118	51.33	S21° 16' 17"E	
L127	39.98	N21° 16' 17"W	
C13	16.00	2.85	321.50
L123	9.31	S45° 07' 22"E	
C12	8.33	23.85	20.00
L122	12.76	S21° 16' 17"E	
L121	12.79	S68° 43' 43"W	
L120	8.99	S21° 52' 08"E	
L119	15.24	S68° 43' 43"W	
L125	18.23	N21° 16' 17"W	
C14	14.99	23.85	36.00
L124	9.31	N45° 07' 22"W	
L126	9.19	S68° 43' 43"W	

**LOT 8 (E8)**

BUILDING ENVELOPE DATA

SEGMENT #	LENGTH	BEARING/Delta	RADIUS
L148	3.16	S75° 59' 27"W	
L147	35.19	S14° 00' 33"E	
L146	7.33	N75° 59' 27"E	
L145	13.56	S14° 00' 33"E	
L144	39.91	N75° 59' 27"E	
L142	2.25	S75° 59' 27"W	
L141	17.45	N14° 00' 33"W	
L140	4.57	N75° 59' 27"E	
L139	10.94	N14° 00' 33"W	
L138	2.38	S75° 59' 27"W	
L143	31.48	N14° 00' 33"W	
L149	44.60	S14° 00' 33"E	
L155	22.14	N72° 51' 31"W	
C17	16.04	14.84	61.96
L154	3.38	S72° 51' 31"E	
C16	15.41	58.85	15.00
L153	3.76	S14° 00' 33"E	
L152	11.69	S75° 59' 27"W	
L151	5.00	S14° 00' 33"E	
L150	1.47	S75° 59' 27"W	
L137	36.99	N14° 00' 33"W	
L136	8.96	S75° 59' 27"W	
L135	13.53	N14° 00' 33"W	
C15	10.27	58.85	10.00

**LOT 9 (E9)**

BUILDING ENVELOPE DATA

SEGMENT #	LENGTH	BEARING/Delta	RADIUS
L169	3.16	S84° 20' 40"W	
L168	35.19	S05° 39' 20"E	
L167	7.33	N84° 20' 40"E	
L166	13.56	S05° 39' 20"E	
L165	39.91	N84° 20' 40"E	
L164	31.48	N05° 39' 20"W	
L163	2.25	S84° 20' 40"W	
L162	17.45	N05° 39' 20"W	
L161	4.57	N84° 20' 40"E	
L160	10.94	N05° 39' 20"W	
L159	2.38	S84° 20' 40"W	
L170	44.60	S05° 39' 20"E	
L158	36.99	N05° 39' 20"W	
L175	11.47	N38° 11' 40"W	
C19	16.04	14.83	62.00
L174	21.08	S09° 05' 22"E	
L173	11.69	S84° 20' 40"W	
L172	5.00	S05° 39' 20"E	
L171	1.47	S84° 20' 40"W	
L157	8.96	S84° 20' 40"W	
L156	11.71	N05° 39' 20"W	
C18	5.68	32.54	10.00

**LOT 10 (E10)**

BUILDING ENVELOPE DATA

SEGMENT #	LENGTH	BEARING/Delta	RADIUS
C21	4.23	16.15	15.00
L197	5.26	S68° 54' 23"E	
C20	16.04	14.83	62.00
L196	5.68	N66° 12' 49"W	
L195	10.96	N46° 57' 33"W	
L194	13.62	N85° 03' 17"W	
L185	39.91	S04° 56' 43"W	
L184	31.48	S85° 03' 17"E	
L183	2.25	N04° 56' 43"E	
L182	17.45	S85° 03' 17"E	
L181	4.57	S04° 56' 43"W	
L180	10.94	S85° 03' 17"E	
L179	2.38	N04° 56' 43"E	
L178	36.99	S85° 03' 17"E	
L177	8.96	N04° 56' 43"E	
L176	15.45	S85° 03' 17"E	
L192	5.00	N85° 03' 17"W	
L191	1.47	N04° 56' 43"E	
L190	44.60	N85° 03' 17"W	
L189	11.69	N04° 56' 43"E	
L189	3.16	N04° 56' 43"E	
L188	35.19	N85° 03' 17"W	
L187	7.33	S04° 56' 43"W	
L186	13.56	N85° 03' 17"W	

**LOT 11 (E11)**

BUILDING ENVELOPE DATA

SEGMENT #	LENGTH	BEARING/Delta	RADIUS
L218	2.70	S30° 08' 45"E	
C24	16.04	14.83	62.00
L217	21.77	N30° 08' 45"W	
C23	4.89	28.01	10.00
L216	8.48	N58° 09' 31"W	
L215	11.69	N31° 50' 29"E	
L214	5.00	N58° 09' 31"W	
L213	1.47	N31° 50' 29"E	
L199	8.96	N49° 09' 15"W	
L198	14.60	S58° 09' 31"E	
C22	9.78	28.01	20.00
L200	36.99	S58° 09' 31"E	
L202	10.94	S58° 09' 31"E	
L203	4.57	S31° 50' 29"W	
L201	2.38	N31° 50' 29"E	
L204	17.45	S58° 09' 31"E	
L205	2.25	N31° 50' 29"E	
L206	31.48	S58° 09' 31"E	
L212	44.60	N58° 09' 31"W	
L211	3.16	N31° 50' 29"E	
L210	35.19	N58° 09' 31"W	
L209	7.33	S31° 50' 29"W	
L208	13.56	N58° 09' 31"W	
L207	39.91	S31° 50' 29"W	

**LOT 12 (E12)**

BUILDING ENVELOPE DATA

SEGMENT #	LENGTH	BEARING/Delta	RADIUS
L230	41.04	S48° 33' 24"E	
L229	3.71	N41° 26' 36"E	
L228	15.34	S48° 33' 24"E	
L227	1.86	N43° 32' 40"E	
L226	18.33	N41° 24' 38"E	
C25	5.14	29.46	10.00
L225	6.08	N48° 33' 24"W	
L224	12.79	N41° 26' 36"E	
L223	8.99	N49° 09' 15"W	
L222	15.24	N41° 26' 36"E	
L221	51.33	N48° 33' 24"W	
L231	4.33	S41° 26' 36"W	
L233	4.56	N4	

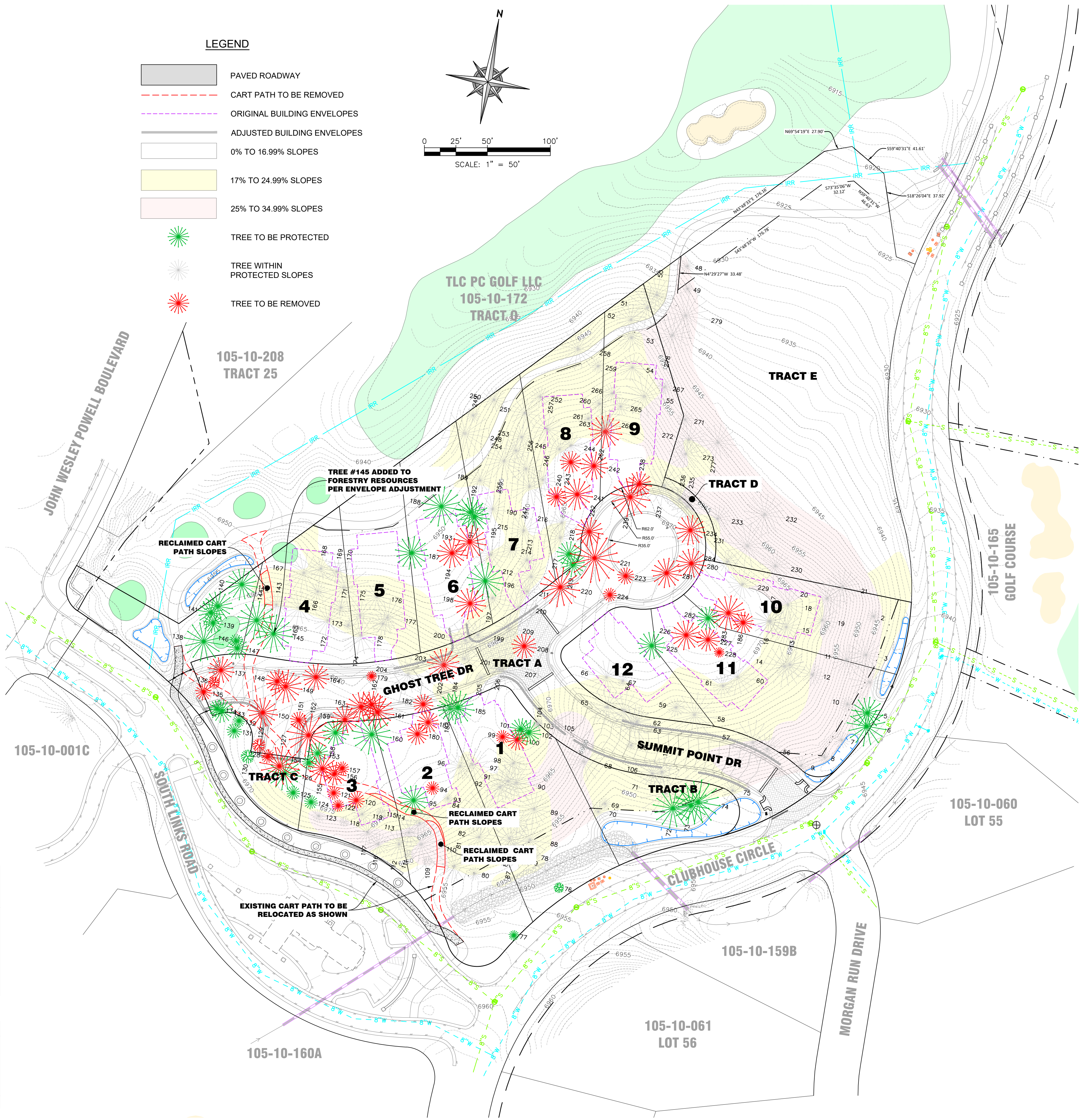
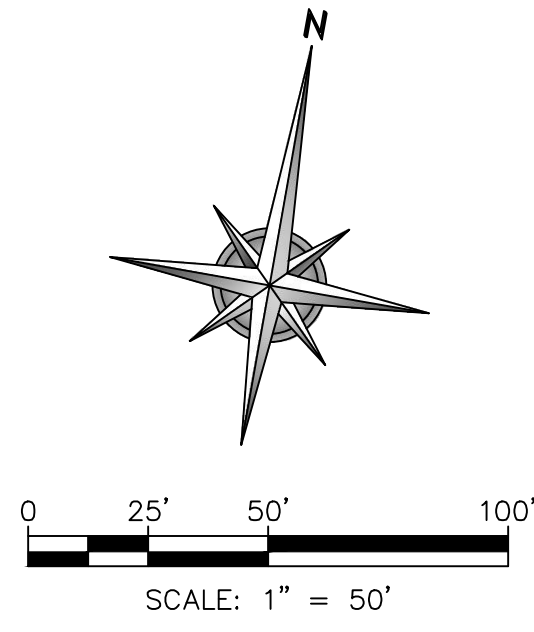
PLOTTED: May 01, 2024 - 9:26am

FOREST RESOURCE SUMMARY				
EXISTING TREE RESOURCE POINTS	REQUIRED TREE PROTECTION		PROPOSED TREE PROTECTION	
	PERCENTAGE	POINTS	PERCENTAGE	POINTS
529	50%	265	50.47%	267

STEEP SLOPES RESOURCE SUMMARY					
STEEP SLOPES RESOURCE	TOTAL SQUARE FEET	REQUIRED SLOPE PROTECTION		PROPOSED SLOPE PROTECTION	
		PERCENTAGE	SQUARE FEET	PERCENTAGE	SQUARE FEET
SLOPES 17%-24.99%	89,393	70%	62,575	68.50%	61,235
SLOPES 25%-34.99%	26,326	80%	21,061	84.37%	22,212
SLOPES 35%+	NONE	-	-	-	-

LEGEND

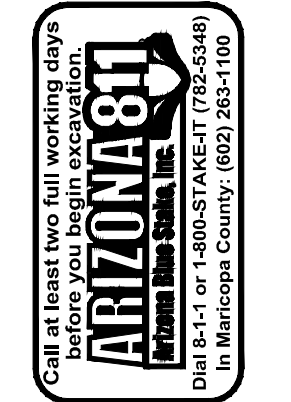
- PAVED ROADWAY
- CART PATH TO BE REMOVED
- ORIGINAL BUILDING ENVELOPES
- ADJUSTED BUILDING ENVELOPES
- 0% TO 16.99% SLOPES
- 17% TO 24.99% SLOPES
- 25% TO 34.99% SLOPES
- TREE TO BE PROTECTED
- TREE WITHIN PROTECTED SLOPES
- TREE TO BE REMOVED



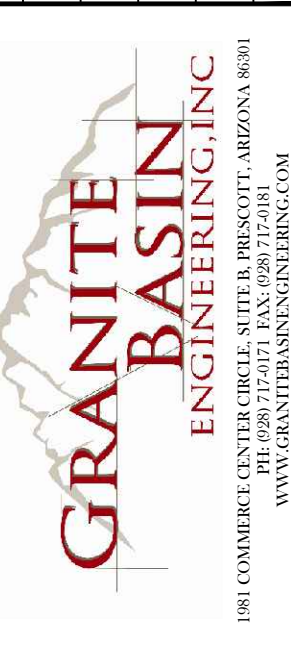
STEEP SLOPES RESOURCE PROTECTION & ALLOWABLE DISTURBANCE				
LOT/UNIT	LOTS & AREAS		SLOPE RESOURCE & ALLOWABLE DISTURBANCE	
	(ACRE)	(SF)	17 - 24.99% SLOPES DISTURBANCE WITHIN BUILDING ENVELOPE (SF)	25 - 34.99% SLOPES DISTURBANCE WITHIN BUILDING ENVELOPE (SF)
1	0.45	19,565	2,095	22
2	0.49	21,167	227	0
3	0.24	10,583	758	0
4	0.27	11,931	2,382	0
5	0.26	11,279	2,678	0
6	0.31	13,585	127	0
7	0.33	14,474	3,005	0
8	0.32	13,875	2,334	0
9	0.28	12,346	2,657	865
10	0.33	14,204	1,770	650
11	0.50	21,861	1,494	0
12	0.21	9,342	554	0
TOTALS	4.00	174,212	20,081	1,537
BALANCE OF ALLOWABLE LOT DISTURBANCE OF STEEP SLOPES FROM INFRASTRUCTURE			18,741	2,688
PROTECTED STEEP SLOPES (OVER & ABOVE MINIMUM REQUIRED)			N/A	1,151
FOREST RESOURCE POINTS (1 POINT PER 50 SF)			N/A	23

PARENT PROPERTY SLOPE DATA								
SLOPE CATEGORIES	RANGE (%)	AREA (SF)	ALLOWABLE DISTURBANCE		INFRASTRUCTURE DISTURBANCE		BALANCE (ALLOWABLE LOT DISTURBANCE)	
			(%)	(SF)	(%)	(SF)	(%)	(SF)
EXISTING TOPOGRAPHY	17 - 24.99%	88,711	30%	26,613	9%	8,077	21%	18,536
RECLAIMED CARTPATH	17 - 24.99%	682	30%	205	0%	0	30%	205
EXISTING TOPOGRAPHY	25 - 34.99%	25,989	20%	5,198	10%	2,577	10%	2,621
RECLAIMED CARTPATH	25 - 34.99%	337	20%	67	0%	0	20%	67
EXISTING TOPOGRAPHY	> 35% (*)	0	-	-	-	-	-	-
TOTALS		115,719		32,083		10,654		21,429

FOREST RESOURCE PROTECTION DATA			
FOREST RESOURCES	POINTS	%	
PARENT PROPERTY TOTAL AVAILABLE FOREST RESOURCE CREDIT POINTS (SEE SHEET 8)	529	100.00%	
FOREST RESOURCE CREDIT POINTS, PROTECTED OUTSIDE OF BUILDING ENVELOPES, DERIVED FROM TREE SURVEY (SEE SHEET 8)	244	46.12%	
FOREST RESOURCE CREDIT POINTS DERIVED FROM PROTECTED STEEP SLOPES (OVER & ABOVE MINIMUM REQUIRED)	23	4.35%	
TOTAL PROTECTED FOREST RESOURCE CREDIT POINTS	267	50.47%	



REVISIONS	DATE	BY	DESCRIPTION



TLC PC LAND INVESTORS, LLC  
8601 NORTH SCOTTSDALE ROAD, SUITE 335  
SCOTTSDALE, ARIZONA 85253

AMENDED PRELIMINARY PLAT FOR  
GHOST TREE AT PINE CANYON  
NATURAL RESOURCE PROTECTION PLAN

PRELIMINARY FOR REVIEW AND COMMENT

JOB:	19009
DATE:	5/1/2024
SCALE:	AS SHOWN
DRAWN:	TS
DESIGN:	TS
CHECKED:	TL

FILE: Z:\Projects\PINE\_CANYON\PROJECTS\19009\_PC\_Tract\_23\_GHOST\_TREE\DWG\PLAT\AMENDED\_19009-07-NRPP\_5%\_dwg <CC3D Imperial>>

GHOST TREE AT PINE CANYON - FOREST RESOURCE DATA

\* THIS TABLE DOES NOT INCLUDE ANY FOREST RESOURCES (TREES) WITHIN STEEP SLOPE AREAS

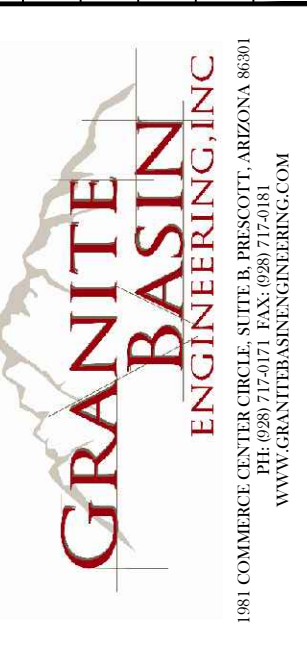
Table with 7 columns: UNIT / TRACT, FOREST RESOURCE ID, FOREST RESOURCE SPECIE, FOREST RESOURCE DBH (in), FOREST RESOURCE POINTS, FOREST RESOURCE CREDIT MULTIPLIER (0=REMOVED) (1=PROTECTED), PROTECTED FOREST RESOURCE CREDIT. Contains 100 rows of resource data.

Table with 7 columns: UNIT / TRACT, FOREST RESOURCE ID, FOREST RESOURCE SPECIE, FOREST RESOURCE DBH (in), FOREST RESOURCE POINTS, FOREST RESOURCE CREDIT MULTIPLIER (0=REMOVED) (1=PROTECTED), PROTECTED FOREST RESOURCE CREDIT. Contains 44 rows of resource data, including a summary row: TOTAL 529 TOTAL PROTECTED 244.



Table with 4 columns: REVISIONS, DESCRIPTION, DATE, BY.

Checkboxes for: FOR REVIEW ONLY, FOR BID ONLY, FOR APPROVAL ONLY, FOR RECORDING ONLY, FOR CONSTRUCTION ONLY, FOR AS-BUILT ONLY.



TLC PC LAND INVESTORS, LLC  
8601 NORTH SCOTTSDALE ROAD, SUITE 335  
SCOTTSDALE, ARIZONA 85253  
AMENDED PRELIMINARY PLAT FOR  
GHOST TREE AT PINE CANYON  
FOREST RESOURCE DATA

PRELIMINARY  
FOR REVIEW  
AND COMMENT

Table with 6 columns: JOB#, DATE, SCALE, DRAWN, DESIGN, CHECKED.

PLOTTED: May 01, 2024--11:14am

**ADJUSTED FOR AMENDED PLAT**

**STEEP SLOPES RESOURCE PROTECTION & ALLOWABLE DISTURBANCE**

LOT/UNIT	LOTS & AREAS		SLOPE RESOURCE & ALLOWABLE DISTURBANCE	
	AREA		17 - 24.99% SLOPES	25 - 34.99% SLOPES
	(ACRE)	(SF)	DISTURBANCE WITHIN BUILDING ENVELOPE (SF)	DISTURBANCE WITHIN BUILDING ENVELOPE (SF)
1	0.45	19,565	2,095	22
2	0.49	21,167	227	0
3	0.24	10,583	758	0
4	0.27	11,931	2,382	0
5	0.26	11,279	2,678	0
6	0.31	13,585	127	0
7	0.33	14,474	3,005	0
8	0.32	13,875	2,334	0
9	0.28	12,346	2,657	865
10	0.33	14,204	1,770	650
11	0.50	21,861	1,494	0
12	0.21	9,342	554	0
TOTALS	4.00	174,212	20,081	1,537
BALANCE OF ALLOWABLE LOT DISTURBANCE OF STEEP SLOPES FROM INFRASTRUCTURE			18,741	2,688
PROTECTED STEEP SLOPES (OVER & ABOVE MINIMUM REQUIRED)			N/A	1,151
FOREST RESOURCE POINTS (1 POINT PER 50 SF)			N/A	23

**ADJUSTED FOR AMENDED PLAT**

**FOREST RESOURCE SUMMARY**

EXISTING TREE RESOURCE POINTS	REQUIRED TREE PROTECTION		PROPOSED TREE PROTECTION	
	PERCENTAGE	POINTS	PERCENTAGE	POINTS
529	50%	265	50.47%	267

**ADJUSTED FOR AMENDED PLAT**

**STEEP SLOPES RESOURCE SUMMARY**

STEEP SLOPES RESOURCE	TOTAL SQUARE FEET	REQUIRED SLOPE PROTECTION		PROPOSED TREE PROTECTION	
		PERCENTAGE	SQUARE FEET	PERCENTAGE	SQUARE FEET
SLOPES 17%-24.99%	89,393	70%	62,575	68.50%	61,235
SLOPES 25%-34.99%	26,326	80%	21,061	84.37%	22,212
SLOPES 35%+	NONE	-	-	-	-

**ADJUSTED FOR AMENDED PLAT**

**PARENT PROPERTY SLOPE DATA**

SLOPE CATEGORIES	RANGE (%)	AREA (SF)	ALLOWABLE DISTURBANCE		INFRASTRUCTURE DISTURBANCE		BALANCE (ALLOWABLE LOT DISTURBANCE)	
			(%)	(SF)	(%)	(SF)	(%)	(SF)
EXISTING TOPOGRAPHY	17 - 24.99%	88,711	30%	26,613	9%	8,077	21%	18,536
RECLAIMED CARTPATH	17 - 24.99%	682	30%	205	0%	0	30%	205
EXISTING TOPOGRAPHY	25 - 34.99%	25,989	20%	5,198	10%	2,577	10%	2,621
RECLAIMED CARTPATH	25 - 34.99%	337	20%	67	0%	0	20%	67
EXISTING TOPOGRAPHY	> 35% (*)	0	-	-	-	-	-	-
TOTALS		115,719		32,083		10,654		21,429

**ADJUSTED FOR AMENDED PLAT**

**FOREST RESOURCE PROTECTION DATA**

FOREST RESOURCES	POINTS	%
PARENT PROPERTY TOTAL AVAILABLE FOREST RESOURCE CREDIT POINTS (SEE SHEET 8)	529	100.00%
FOREST RESOURCE CREDIT POINTS, PROTECTED OUTSIDE OF BUILDING ENVELOPES, DERIVED FROM TREE SURVEY (SEE SHEET 8)	244	46.12%
FOREST RESOURCE CREDIT POINTS DERIVED FROM PROTECTED STEEP SLOPES (OVER & ABOVE MINIMUM REQUIRED)	23	4.35%
TOTAL PROTECTED FOREST RESOURCE CREDIT POINTS	267	50.47%

**ORIGINAL**

**STEEP SLOPES RESOURCE PROTECTION & ALLOWABLE DISTURBANCE**

LOT/UNIT	LOTS & AREAS		SLOPE RESOURCE & ALLOWABLE DISTURBANCE		TOTAL STEEP SLOPE DISTURBANCE (SF)
	AREA		17 - 24.99% SLOPES	25 - 34.99% SLOPES	
	(ACRE)	(SF)	DISTURBANCE WITHIN BUILDING ENVELOPE (SF)	DISTURBANCE WITHIN BUILDING ENVELOPE (SF)	
1	0.45	19,565	1,906	73	1,979
2	0.49	21,167	143	0	143
3	0.24	10,583	596	0	596
4	0.27	11,931	2,303	0	2,303
5	0.26	11,279	2,488	0	2,488
6	0.31	13,585	111	0	111
7	0.33	14,474	2,733	0	2,733
8	0.32	13,875	2,181	0	2,181
9	0.28	12,346	2,536	804	3,340
10	0.33	14,204	1,644	620	2,264
11	0.50	21,861	1,345	0	1,345
12	0.21	9,342	528	0	528
TOTALS	4.00	174,212	18,514	1,497	20,011
BALANCE OF ALLOWABLE LOT DISTURBANCE OF STEEP SLOPES FROM INFRASTRUCTURE			18,790	2,588	21,378
PROTECTED STEEP SLOPES (OVER & ABOVE MINIMUM REQUIRED)			276	1,091	1,367
FOREST RESOURCE POINTS (1 POINT PER 50 SF)			5	21	26

**ORIGINAL**

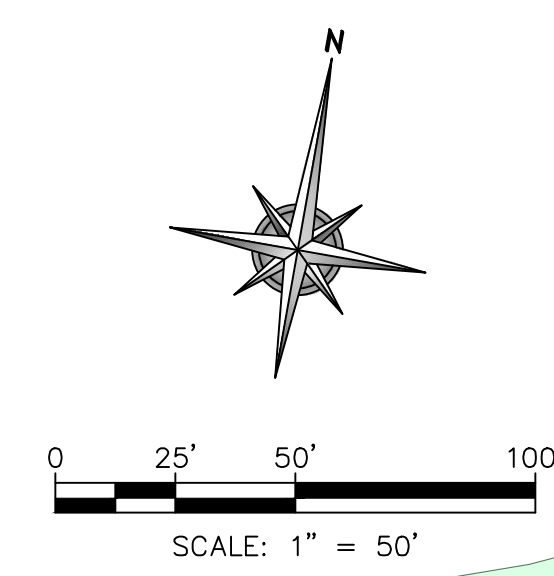
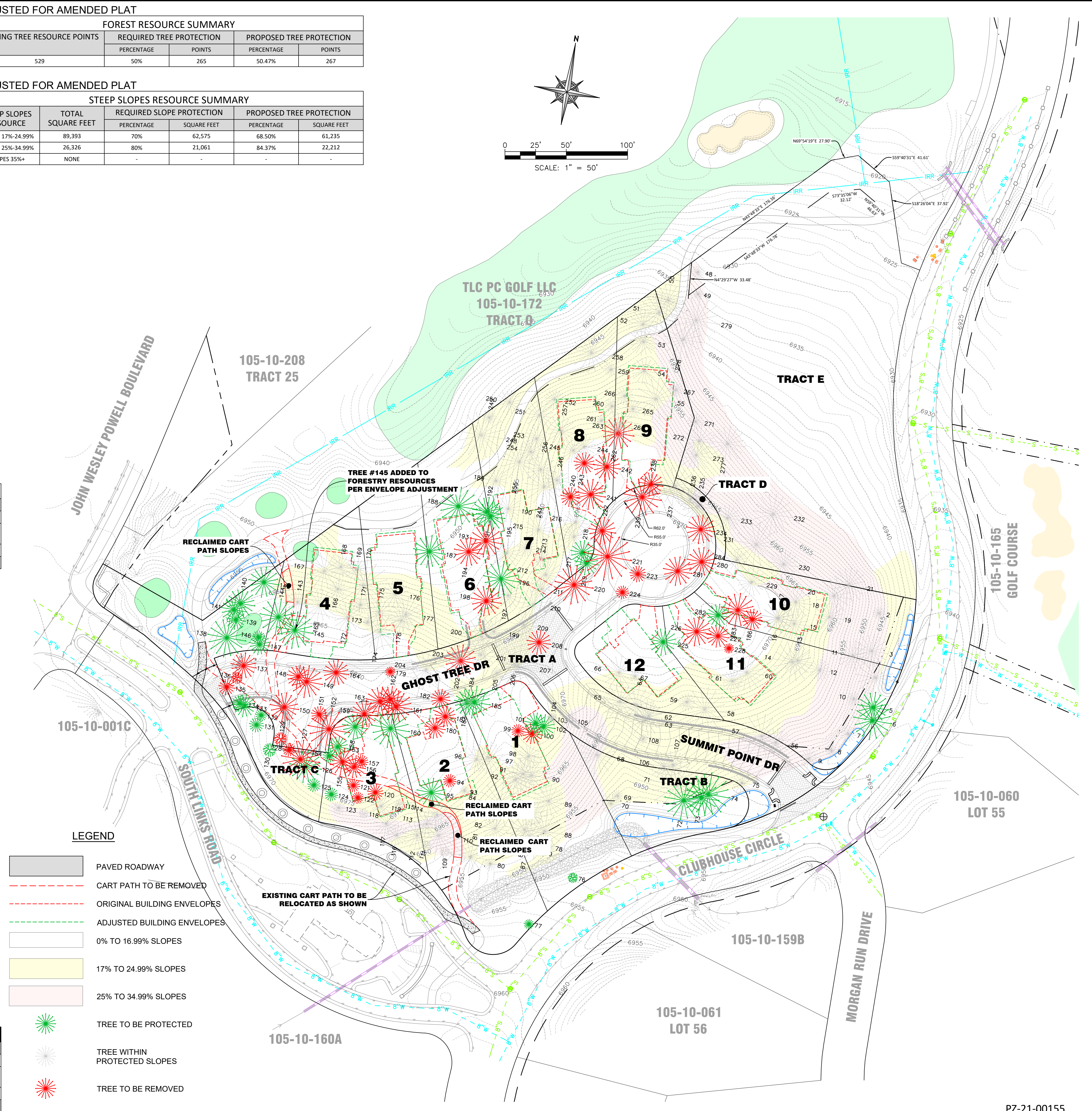
**PARENT PROPERTY SLOPE DATA**

RANGE (%)	AREA (SF)	ALLOWABLE DISTURBANCE		INFRASTRUCTURE DISTURBANCE		BALANCE (ALLOWABLE LOT DISTURBANCE)	
		(%)	(SF)	(%)	(SF)	(%)	(SF)
17 - 24.99%	88,711	30%	26,613	9%	7,823	21%	18,790
25 - 34.99%	25,989	20%	5,198	10%	2,610	10%	2,588
> 35% (*)	0	-	-	-	-	-	-
TOTALS	114,700		31,811		10,433		21,378

**ORIGINAL**

**FOREST RESOURCE PROTECTION DATA**

FOREST RESOURCES	POINTS	%
PARENT PROPERTY TOTAL AVAILABLE FOREST RESOURCE CREDIT POINTS (SEE SHEET 8)	529	100.00%
FOREST RESOURCE CREDIT POINTS, PROTECTED OUTSIDE OF BUILDING ENVELOPES, DERIVED FROM TREE SURVEY (SEE SHEET 8)	242	45.75%
FOREST RESOURCE CREDIT POINTS DERIVED FROM PROTECTED STEEP SLOPES (OVER & ABOVE MINIMUM REQUIRED)	26	4.91%
TOTAL PROTECTED FOREST RESOURCE CREDIT POINTS	268	50.66%



CALL US TODAY  
FOR MORE INFO  
1-800-STAKE-IT  
1-800-782-5348  
(OUTSIDE MARICOPA COUNTY)

NO.	DESCRIPTION	DATE	BY

FOR REVIEW ONLY  
 FOR BID ONLY  
 FOR APPROVAL ONLY  
 FOR RECORDING ONLY  
 FOR CONSTRUCTION ONLY  
 FOR AS-BUILT ONLY

**GRANITE BASIN**  
1981 Commerce Center Circle, Suite B  
Glendale, AZ 85141  
928.717.0171  
ENGINEERING, INC.

SYMMERY COMPANIES  
 8601 NORTH SCOTTSDALE ROAD SUITE 335  
 SCOTTSDALE, ARIZONA 85253  
 GHOST TREE AT PINE CANYON  
 CIVIL IMPROVEMENT PLANS  
 NATURAL RESOURCE PROTECTION PLAN

**PRELIMINARY NOT FOR CONSTRUCTION**

JOB: 19009  
 DATE: MAY 2022  
 SCALE: AS SHOWN  
 DRAWN: TS  
 DESIGNED: TS  
 CHECKED: DB

**R1**

PZ-21-00155 SHEET 12 OF 13

ORIGINAL GHOST TREE AT PINE CANYON - FOREST RESOURCE DATA

\* THIS TABLE DOES NOT INCLUDE ANY FOREST RESOURCES (TREES) WITHIN STEEP SLOPE AREAS

Table with 7 columns: UNIT / TRACT, FOREST RESOURCE ID, FOREST RESOURCE SPECIE, FOREST RESOURCE DBH (in), FOREST RESOURCE POINTS, FOREST RESOURCE CREDIT MULTIPLIER (0=REMOVED) (1=PROTECTED), PROTECTED FOREST RESOURCE CREDIT. Rows include various tracts (1-182) with resource details and a total row at the bottom.

Table with 7 columns: UNIT / TRACT, FOREST RESOURCE ID, FOREST RESOURCE SPECIE, FOREST RESOURCE DBH (in), FOREST RESOURCE POINTS, FOREST RESOURCE CREDIT MULTIPLIER (0=REMOVED) (1=PROTECTED), PROTECTED FOREST RESOURCE CREDIT. Rows include tracts A, B, and C, ending with a total row showing 529 total points and 242 protected points.

ADJUSTED FOR 5% GHOST TREE AT PINE CANYON - FOREST RESOURCE DATA

\* THIS TABLE DOES NOT INCLUDE ANY FOREST RESOURCES (TREES) WITHIN STEEP SLOPE AREAS

VARIANCE

Table with 7 columns: UNIT / TRACT, FOREST RESOURCE ID, FOREST RESOURCE SPECIE, FOREST RESOURCE DBH (in), FOREST RESOURCE POINTS, FOREST RESOURCE CREDIT MULTIPLIER (0=REMOVED) (1=PROTECTED), PROTECTED FOREST RESOURCE CREDIT. Rows include various tracts (1-182) with resource details and a total row at the bottom.

Table with 7 columns: UNIT / TRACT, FOREST RESOURCE ID, FOREST RESOURCE SPECIE, FOREST RESOURCE DBH (in), FOREST RESOURCE POINTS, FOREST RESOURCE CREDIT MULTIPLIER (0=REMOVED) (1=PROTECTED), PROTECTED FOREST RESOURCE CREDIT. Rows include various tracts (A, B, C) with resource details and a total row showing 529 total points and 244 protected points.

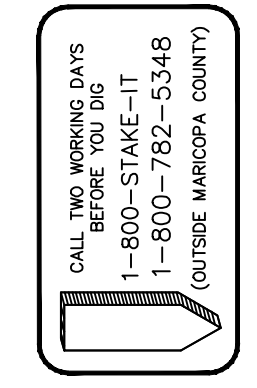


Table with 3 columns: REVISIONS, NO., DESCRIPTION. Includes checkboxes for 'FOR REVIEW ONLY', 'FOR BID ONLY', 'FOR APPROVAL ONLY', 'FOR RECORDING ONLY', 'FOR CONSTRUCTION ONLY', and 'FOR AS-BUILT ONLY'.



SYMMETRY COMPANIES  
8601 NORTH SCOTTSDALE ROAD SUITE 335  
SCOTTSDALE, ARIZONA 85253  
GHOST TREE AT PINE CANYON  
CIVIL IMPROVEMENT PLANS  
FOREST RESOURCE DATA

PRELIMINARY  
NOT FOR  
CONSTRUCTION

Table with 2 columns: ACR, DATE, MAY 2022, SCALE, AS SHOWN, DRAWN, TS, DESIGNED, TS, CHECKED, DB.

R2  
PZ-21-00155  
SHEET 13 OF 13

GAMMAGE & BURNHAM, PLC

ATTORNEYS AT LAW

40 NORTH CENTRAL AVENUE

20TH FLOOR

PHOENIX, ARIZONA 85004

TELEPHONE (602) 256-0566  
FACSIMILE (602) 256-4475

WRITER'S DIRECT LINE  
(602) 256-4471

February 27, 2024  
Amended April 29, 2024

*Via email: michelle.mcnulty@flagstaffaz.gov*

Michelle McNulty, AICP, CPM  
City of Flagstaff Planning Director  
Flagstaff City Hall  
211 W Aspen Avenue  
Flagstaff, AZ 86001

RE: Preliminary Plat Submittal and Request for Mitigation re: Resource Protection Standard Pine Canyon Estates Tract 23 / Ghost Tree at Pine Canyon

Dear Michelle:

As you know, we represent Ghost Tree at Pine Canyon LLC d/b/a Symmetry Companies (“Symmetry”), the owner of approximately 7.87-acres of land in the City of Flagstaff (the “City”), known as Coconino County Assessor’s Parcel Number 105-10-206 (the “Property”). The Property is zoned R1– Single Family Residential and is located within the Resource Protection Overlay (RPO). Concurrently with this letter, Symmetry is submitting an Amended Preliminary Plat (the “Amended Plat”) for the Property. The purpose of this letter is to request a reduction in the natural resource protection standards in connection with the Amended Plat pursuant to Section 10-50.90.110(A) of the Flagstaff Zoning Code (the “Code”).

Section 10-50.90 of the Code provides the natural resource protection standards for the RPO. For a residential development, the Code requires that a certain percentage of tree and steep slope resources on site be retained. However, Section 10-50.90.110(A) of the Code authorizes the Planning Director to modify the retention requirement by up to 5% when compliance with the RPO would result in “design problems that cannot be resolved by revised site layouts.” Because such conditions exist on the Property, Symmetry is requesting that the resource protection requirement for steep slopes in the 17-24.99% slope category be reduced from 70% to 68.5%—**a mere 1.5% reduction.**

In keeping with the previously approved plat for the Property (PZ-21-00155), Symmetry is proposing to develop the 7.87-acre Pine Canyon Tract 23 into single family lots. Single family residential is a permitted use in the R1 zoning district. The previous Concept Plat (PZ-21-00155-01) was deemed by City Staff “Complete with Conditions” to subdivide an approximately 2-acre section of Tract 23 into three (3) single family residential lots. That plat set aside the remaining approximately 6 acres for future development. This Amended Plat proposes to 12 lots & 3 tracts, which complies with the permitted density range of the R1 zone.

Importantly, due to the unique topographical constraints of the Property, Symmetry cannot meet *both* the minimum density required by the Code and the resource protection requirements. Because the Property is zoned R1, there is a minimum density of 2 units per acre. With a previously agreed upon development site of approximately 6 acres, Symmetry is required by Code to develop at least 12 units on the Property. However, the Property is not well suited to accommodate such a density.

The Property sits on top of a knoll. The steep slopes of the Property create difficulty in configuring roadways, lots, and building envelopes to accommodate 12 units—the very minimum number of lots contemplated under the R1 zoning district. Development of the road alone will have a significant impact on the tree and slope resources on the Property. As shown in the Amended Plat, the road runs along the spine of the knoll, with lots on either side. This is the only practical way to accommodate 12 units on the Property thus meeting the Code, while also meeting the Engineering, Fire, and Public Works requirements. However, the location and width of the road requires the units be located in steeper terrain. This further exacerbates the development's impact on natural resources. There are no alternative configurations that would result in less impact.

Symmetry has gone to great lengths to meet the resource protection requirements while accommodating the minimum density. Symmetry designed site-specific architecture and customized setbacks to minimize the footprint of each unit and reduce the impact on natural resources. By January 2023, Symmetry had created a site design which seemingly met resource protection requirements. However, that site design incorporated side-loaded garages, which have proven not to be workable on the Property.

The previously proposed side-loaded garages required the driveways to extend further into the steep terrain of the lots. This would result in dangerously steep driveways which would be hazardous, particularly during the City's winter months. To address the safety concerns, Symmetry would need to reduce the slopes, thus reducing the resources on site. The previously approved design is therefore not workable, and reverting to the old layout would not resolve Symmetry's inability to meet the resource protection requirements on the Property.

The Amended Plat proposes revised building envelopes for units with front-loaded garages. These garages allow for shorter driveways with gentler slopes which will improve the overall safety of the community for future residents. The adjustment of the building envelopes requires a slight reduction in preserved slopes for the 17-24.99% slope category. However, as stated above, this reduction is only a 1.5% deviation from the City's resource protection standards, far less than the 5% reduction that the Director is authorized to approve.

In addition to increasing safety on site, the revised plans allow for less ground disturbance and the preservation of an additional tree, as shown in the enclosed Resource Protection Comparison Exhibit. The Amended Plat also complies with the resource protection requirements for forest resources and steep slopes in the 25-34.99% slope category.

Symmetry has exhausted all other possibilities to resolve this issue. In addition to its initial work in designing site-specific architecture, Symmetry has requested building modifications, a variance from

February 27, 2024  
Amended April 29, 2024  
Page 3

the engineering standards, and relief from the minimum density requirement, all without success. The only remaining avenue for relief is a reduction in the natural resource protection requirements pursuant to Section 10-50.90.110(A). Because further site revisions cannot resolve these site-specific constraints, a reduction is appropriate under the Code.

Thank you in advance for your consideration of this request. Should you have any questions, please do not hesitate to contact me at [lschube@gblaw.com](mailto:lschube@gblaw.com) or (602) 256-4471.

Sincerely,

GAMMAGE & BURNHAM

A handwritten signature in black ink that reads "LCSchube". The signature is written in a cursive, flowing style.

By:

Lindsay C. Schube

LCS/cap/nas

Enclosures

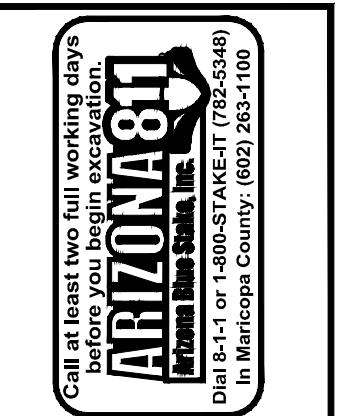


19089

FILE: Z:\Projects\PINE CANYON\PROJECTS\19089\_PC Tract 23 GHOST TREE\DWG\PLAT\AMENDED\EXHIBITS FOR AMENDED PLAT\19089-Ghost Tree Amended Preliminary Plat BE Exhibit.dwg <c3d Imperial>

**GHOST TREE BUILDING ENVELOPE DATA  
APPROVED vs. ADJUSTED (ALL LOTS)**

LOTS	APPROVED B.E. AREAS (SF)	ADJUSTED B.E. AREAS (SF)	APPROVED DWY AREAS (SF)	ADJUSTED DWY AREAS (SF)
1	4,030	4,253	745	318
2	3,226	3,365	451	471
3	3,226	3,365	419	553
4	4,030	4,253	674	379
5	4,030	4,253	473	717
6	4,030	4,253	508	563
7	3,226	3,365	601	762
8	4,030	4,253	578	748
9	4,030	4,253	522	589
10	4,030	4,253	572	614
11	4,030	4,253	579	672
12	3,226	3,365	508	480
<b>TOTAL B.E. AREAS (SF)</b>	<b>45,144</b>	<b>47,484</b>	<b>6,630</b>	<b>6,866</b>
<b>ADDITIONAL B.E. AREA (SF)</b>	<b>2,340</b>	<b>ADDITIONAL DWY AREA (SF)</b>	<b>236</b>	



REVISIONS	DESCRIPTION	DATE	BY

**GRANITE BASIN ENGINEERING, INC.**  
 1801 COMMERCE CENTER CIRCLE, SUITE 100, WILSONVILLE, ARIZONA 87014  
 TEL: (908) 375-1131 FAX: (908) 375-1131  
 WWW.GRANITEBASINENGINEERING.COM

TLC PC LAND INVESTORS, LLC  
 8601 NORTH SCOTTSDALE ROAD, SUITE 335  
 SCOTTSDALE, ARIZONA 85253  
 AMENDED PRELIMINARY PLAT FOR  
 GHOST TREE AT PINE CANYON  
 BUILDING ENVELOPES COMPARISON PLAN

**PRELIMINARY FOR REVIEW AND COMMENT**

JOB:	19089
DATE:	2/26/2024
SCALE:	AS SHOWN
DRAWN:	TS
DESIGN:	TS
CHECKED:	TL



2200 E Huntington Dr.  
Flagstaff, Az. 86004

1-12-2022

Kaline Hutchinson

Re: Ghost Tree at Pine Canyon

Dear Kaline,

The above referenced project is located in Arizona Public Service Company's electric service area. The Company extends its lines in accordance with the "Conditions Governing Extensions of Electric Distribution Lines and Services," Schedule 3, and the "Terms and Conditions for the Sale of Electric Service," Schedule 1, on file with the Arizona Corporation Commission at the time we begin installation of the electric facilities.

Application for the Company's electric service often involves construction of new facilities for various distances and costs depending upon customer's location, load size and load characteristics. With such variations, it is necessary to establish conditions under which Arizona Public Service will extend its facilities.

The enclosed policy governs the extension of overhead and underground electric facilities to customers whose requirements are deemed by Arizona Public Service to be usual and reasonable in nature.

Please give me a call at 928-773-6440 so that we may set up an appointment to discuss the details necessary for your project.

Sincerely,

*Chad Brooks*

Chad Brooks  
Customer Project Representative SR  
Flagstaff Construction

## Kaline Hutchinson

---

**From:** Bob (Robert) Kuhn <bkuhn@fusd1.org> on behalf of Bob (Robert) Kuhn  
**Sent:** Thursday, January 6, 2022 1:49 PM  
**To:** Tucker Sweeney; Steven M. Rhode  
**Cc:** Kaline Hutchinson  
**Subject:** Re: Ghost Tree at Pine Canyon

Tucker and Kaline,  
With the confirmation of the size of the cul-de-sac the plans look good.  
Thanks,  
Bob Kuhn  
Asst. Supt. of Operations  
Flagstaff U.S.D.#1  
928-220-2035 cell  
928-527-6010 office

---

**From:** Tucker Sweeney <tucker@granitebasinengineering.com>  
**Sent:** Thursday, January 6, 2022 12:47 PM  
**To:** Bob (Robert) Kuhn <bkuhn@fusd1.org>  
**Cc:** Kaline Hutchinson <kaline@granitebasinengineering.com>  
**Subject:** Ghost Tree at Pine Canyon

Good afternoon Bob,

The cul-de-sac is per City of Flagstaff Standard Detail 10-04-011. The inside edge of pavement radius is 30 feet and the outside edge of pavement is 50 feet.

Please feel free to contact me with any further questions or comments.

Regards,

Tucker Sweeney, Designer  
**Granite Basin Engineering, Inc.**  
1981 Commerce Center Circle, Suite B  
Prescott, AZ 86301  
Ph: 928.717.0171  
Fx: 928.717.0181  
Cell: 928.899.5894  
[tucker@granitebasinengineering.com](mailto:tucker@granitebasinengineering.com)

**From:** Bob (Robert) Kuhn <[bkuhn@fusd1.org](mailto:bkuhn@fusd1.org)>  
**Sent:** Wednesday, January 5, 2022 3:14 PM  
**To:** [kaline@granitebasinengineering.com](mailto:kaline@granitebasinengineering.com)  
**Cc:** Michael Penca <[mpenca@fusd1.org](mailto:mpenca@fusd1.org)>; Steven M. Rhode <[srhode@fusd1.org](mailto:srhode@fusd1.org)>  
**Subject:** Re: Will Serve Letter - Ghost Tree at Pine Canyon

Kaline,

I am the Asst. Supt. of Operations for FUSD I review proposed subdivisions for the district. In reviewing your plans what is the size of the cul-de-sac shown on the plans?

Bob Kuhn

Asst. Supt. of Operations

Flagstaff U.S.D.#1

928-220-2035 cell

928-527-6010 office

---

**From:** Michael Penca <[mpenca@fUSD1.org](mailto:mpenca@fUSD1.org)>

**Sent:** Wednesday, January 5, 2022 12:09 PM

**To:** Bob (Robert) Kuhn <[bkuhn@fUSD1.org](mailto:bkuhn@fUSD1.org)>

**Subject:** Fw: Will Serve Letter - Ghost Tree at Pine Canyon

Please review and touch base with me. I will follow up with an email to confirm receipt.

**Michael A. Penca**

Superintendent

928-527-6002

[mpenca@fUSD1.org](mailto:mpenca@fUSD1.org)



---

**From:** Kaline Hutchinson <[kaline@granitebasinengineering.com](mailto:kaline@granitebasinengineering.com)>

**Sent:** Wednesday, January 5, 2022 11:35 AM

**To:** Michael Penca <[mpenca@fUSD1.org](mailto:mpenca@fUSD1.org)>

**Subject:** Will Serve Letter - Ghost Tree at Pine Canyon

Mr. Penca -

We have a prerequisite to notify the Flagstaff Unified School District of a new community per the County's Preliminary Plat Application Checklist.

Please find our request for a will serve letter for Ghost Tree at Pine Canyon. Also attached is a Concept Plat for your reference. Please let me know if you need anything else to complete your review.

We sincerely appreciate your time and consideration.

Kaline Hutchinson

Operations Manager

Granite Basin Engineering, Inc.

1981 Commerce Center Circle, Suite B

Prescott, AZ 86301

Office: 928-717-0171

[www.granitebasinengineering.com](http://www.granitebasinengineering.com)

## Kaline Hutchinson

---

**From:** Bohn, Eric <ebohn@coconino.az.gov> on behalf of Bohn, Eric  
**Sent:** Wednesday, January 12, 2022 10:08 AM  
**To:** Kaline Hutchinson  
**Subject:** Re: Will Serve Letter - Ghost Tree at Pine Canyon - Courtesy Reminder for Coconino County

Hi Kaline,

If this purely a single-family residential development as stated, there are no licenses or permits to obtain from the health department prior to construction.

Thanks,

Eric  
*Eric Bohn, REHS/RS*  
*Environmental Health Specialist III*  
*Coconino County Health & Human Services*  
*928-679-8757 office*



---

**From:** Kaline Hutchinson <kaline@granitebasinengineering.com>  
**Sent:** Wednesday, January 12, 2022 10:01 AM  
**To:** Bohn, Eric <ebohn@coconino.az.gov>  
**Subject:** FW: Will Serve Letter - Ghost Tree at Pine Canyon - Courtesy Reminder for Coconino County

Good Morning Eric –

Can you please confirm that there are no issues with Ghost Tree at Pine Canyon as presented? We are hoping to submit our plat application next week and Coconino County will be looking for these confirmations as part of our package. Please let me know if you had any further questions.

Thanks very much.

Kaline Hutchinson  
Operations Manager  
Granite Basin Engineering, Inc.  
1981 Commerce Center Circle, Suite B  
Prescott, AZ 86301  
Office: 928-717-0171  
[www.granitebasinengineering.com](http://www.granitebasinengineering.com)

---

**From:** Kaline Hutchinson <[kaline@granitebasinengineering.com](mailto:kaline@granitebasinengineering.com)>  
**Sent:** Friday, January 7, 2022 12:15 PM  
**To:** 'Bohn, Eric' <[ebohn@coconino.az.gov](mailto:ebohn@coconino.az.gov)>  
**Subject:** RE: Will Serve Letter - Ghost Tree at Pine Canyon

Eric –

Thanks for getting back to us so quickly. This is a small phase of a large master planned community of single family residential homes. This are not commercial in any sense of the word.

Kaline Hutchinson  
Operations Manager  
Granite Basin Engineering, Inc.  
1981 Commerce Center Circle, Suite B  
Prescott, AZ 86301  
Office: 928-717-0171  
[www.granitebasinengineering.com](http://www.granitebasinengineering.com)

---

**From:** Bohn, Eric <[ebohn@coconino.az.gov](mailto:ebohn@coconino.az.gov)>  
**Sent:** Friday, January 7, 2022 9:23 AM  
**To:** Kaline Hutchinson <[kaline@granitebasinengineering.com](mailto:kaline@granitebasinengineering.com)>  
**Subject:** Re: Will Serve Letter - Ghost Tree at Pine Canyon

Hello Kaline,

Thank you for reaching out and notifying us of your plans. Is this proposed development being operated like a "hotel/motel" with nightly rentals, housekeeping services, and/or linen service?

Eric

*Eric Bohn, REHS/RS  
Environmental Health Specialist III  
Coconino County Health & Human Services  
928-679-8757 office*



---

**From:** Kaline Hutchinson <[kaline@granitebasinengineering.com](mailto:kaline@granitebasinengineering.com)>  
**Sent:** Wednesday, January 5, 2022 11:40 AM  
**To:** Bohn, Eric <[ebohn@coconino.az.gov](mailto:ebohn@coconino.az.gov)>  
**Subject:** Will Serve Letter - Ghost Tree at Pine Canyon

Good Morning Mr. Bohn –

We have a prerequisite to notify the Coconino Health Department of a new community per the County's Preliminary Plat Application Checklist. Please find our request for a will serve letter for Ghost Tree at Pine Canyon. Also attached is a Concept Plat for your reference. Please let me know if you need anything else to complete your review.

We sincerely appreciate your time and consideration.

Kaline Hutchinson  
Operations Manager  
Granite Basin Engineering, Inc.  
1981 Commerce Center Circle, Suite B  
Prescott, AZ 86301  
Office: 928-717-0171  
[www.granitebasinengineering.com](http://www.granitebasinengineering.com)

## Kaline Hutchinson

---

**From:** Kaline Hutchinson  
**Sent:** Wednesday, January 12, 2022 10:10 AM  
**To:** 'jason.quinlan@suddenlink.com'  
**Cc:** 'Sanford.Yazzie@AlticeUSA.com'  
**Subject:** RE: Will Serve Letter - Ghost Tree at Pine Canyon - Courtesy Reminder for Suddenlink  
**Attachments:** 19010 - Ghost Tree at PC - Will Serve - Suddenlink.pdf; 02\_Ghost Tree Revised Concept Plat-2021-11-24.pdf

Good Morning Gentlemen –

I'm just following up on this will serve letter request for Ghost Tree at Pine Canyon in Flagstaff. We will be submitting our plat application next week and the County will be looking for these letters to be a part of that package. Please let us know if you have any further questions.

Thanks in advance.

Kaline Hutchinson  
Operations Manager  
Granite Basin Engineering, Inc.  
1981 Commerce Center Circle, Suite B  
Prescott, AZ 86301  
Office: 928-717-0171  
[www.granitebasinengineering.com](http://www.granitebasinengineering.com)

---

**From:** Kaline Hutchinson <kaline@granitebasinengineering.com>  
**Sent:** Wednesday, January 5, 2022 5:05 PM  
**To:** 'jason.quinlan@suddenlink.com' <jason.quinlan@suddenlink.com>  
**Subject:** Will Serve Letter - Ghost Tree at Pine Canyon

Good Morning Jason –

I found your name online and hope that you are the right person. Glen Clark used to be our contact for these, but I received a bounce back on his address. Please find our request for a will serve letter for Ghost Tree at Pine Canyon. Also attached is a Concept Plat for your reference. Please let me know if you need anything else to complete your review.

We sincerely appreciate your time and consideration.

Kaline Hutchinson  
Operations Manager  
Granite Basin Engineering, Inc.  
1981 Commerce Center Circle, Suite B  
Prescott, AZ 86301  
Office: 928-717-0171  
[www.granitebasinengineering.com](http://www.granitebasinengineering.com)





January 5, 2022

Glen Clark  
Suddenlink Communications

[glen.clark@suddenlink.com](mailto:glen.clark@suddenlink.com)

**Re: Ghost Tree at Pine Canyon**

Dear Glen;

On behalf of TLC PC Land Investors, LLC, Granite Basin Engineering is requesting a “will serve” letter from your organization as part of the predevelopment, due diligence review of a proposed 12 residential lot community on parcel 105-10-206 within the Pine Canyon master community as seen in the attached Concept Plat. This 5.92 acre property is located in Section 21, Township 7, Range 34 of the Gila and Salt River Meridian, Flagstaff, AZ.

Please respond at your soonest convenience or let me know if further information is needed. Thank you for your assistance.

Sincerely,

Kaline Hutchinson  
[kaline@granitebasinengineering.com](mailto:kaline@granitebasinengineering.com)  
Operations Manager  
Granite Basin Engineering

## Kaline Hutchinson

---

**From:** Kaline Hutchinson  
**Sent:** Wednesday, January 12, 2022 10:17 AM  
**To:** 'jason.dale@centurylink.com'  
**Subject:** FW: Will Serve Letter - Ghost Tree at Pine Canyon  
**Attachments:** 19010 - Ghost Tree at PC - Will Serve - Centurylink.pdf; 02\_Ghost Tree Revised Concept Plat-2021-11-24.pdf

Good Morning Jason –

I'm just following up on this will serve letter request for Ghost Tree at Pine Canyon in Flagstaff. We will be submitting our plat application next week and the County will be looking for these letters to be a part of that package. Please let us know if you have any further questions.

As always, I appreciate your assistance. Thanks in advance.

Kaline Hutchinson  
Operations Manager  
Granite Basin Engineering, Inc.  
1981 Commerce Center Circle, Suite B  
Prescott, AZ 86301  
Office: 928-717-0171  
[www.granitebasinengineering.com](http://www.granitebasinengineering.com)

---

**From:** Kaline Hutchinson <kaline@granitebasinengineering.com>  
**Sent:** Wednesday, January 5, 2022 11:29 AM  
**To:** 'jason.dale@centurylink.com' <jason.dale@centurylink.com>  
**Subject:** Will Serve Letter - Ghost Tree at Pine Canyon

Good Morning Jason –

Please find our request for a will serve letter for Ghost Tree at Pine Canyon. Also attached is a Concept Plat for your reference. Please let me know if you need anything else to complete your review.

We sincerely appreciate your time and consideration.

Kaline Hutchinson  
Operations Manager  
Granite Basin Engineering, Inc.  
1981 Commerce Center Circle, Suite B  
Prescott, AZ 86301  
Office: 928-717-0171  
[www.granitebasinengineering.com](http://www.granitebasinengineering.com)



January 5, 2022

Jason Dale  
Field Engineer  
Centurylink  
112 N. Beaver Street  
Flagstaff, AZ 86001

[jason.dale@centurlink.com](mailto:jason.dale@centurlink.com)

**Re: Ghost Tree at Pine Canyon**

Dear Jason;

On behalf of TLC PC Land Investors, LLC, Granite Basin Engineering is requesting a “will serve” letter from your organization as part of the predevelopment, due diligence review of a proposed 12 residential lot community on parcel 105-10-206 within the Pine Canyon master community as seen in the attached Concept Plat. This 5.92 acre property is located in Section 21, Township 7, Range 34 of the Gila and Salt River Meridian, Flagstaff, AZ.

Please respond at your soonest convenience or let me know if further information is needed. Thank you for your assistance.

Sincerely,

Kaline Hutchinson  
[kaline@granitebasinengineering.com](mailto:kaline@granitebasinengineering.com)  
Operations Manager  
Granite Basin Engineering

## Kaline Hutchinson

---

**From:** Kaline Hutchinson  
**Sent:** Wednesday, January 12, 2022 10:13 AM  
**To:** 'bberner@uesaz.com'  
**Subject:** FW: Will Serve Letter - Ghost Tree at Pine Canyon - Courtesy Reminder for UES  
**Attachments:** 19010 - Ghost Tree at PC - Will Serve - Unisource.pdf; 02\_Ghost Tree Revised Concept Plat-2021-11-24.pdf

Good Morning Blake –

I'm just following up on this will serve letter request for Ghost Tree at Pine Canyon in Flagstaff. We will be submitting our plat application next week and the County will be looking for these letters to be a part of that package. Please let us know if you have any further questions.

Thanks in advance.

Kaline Hutchinson  
Operations Manager  
Granite Basin Engineering, Inc.  
1981 Commerce Center Circle, Suite B  
Prescott, AZ 86301  
Office: 928-717-0171  
[www.granitebasinengineering.com](http://www.granitebasinengineering.com)

---

**From:** Kaline Hutchinson <kaline@granitebasinengineering.com>  
**Sent:** Wednesday, January 5, 2022 11:30 AM  
**To:** 'bberner@uesaz.com' <bberner@uesaz.com>  
**Subject:** Will Serve Letter - Ghost Tree at Pine Canyon

Good Morning Blake –

Please find our request for a will serve letter for Ghost Tree at Pine Canyon. Also attached is a Concept Plat for your reference. Please let me know if you need anything else to complete your review.

We sincerely appreciate your time and consideration.

Kaline Hutchinson  
Operations Manager  
Granite Basin Engineering, Inc.  
1981 Commerce Center Circle, Suite B  
Prescott, AZ 86301  
Office: 928-717-0171  
[www.granitebasinengineering.com](http://www.granitebasinengineering.com)



January 5, 2022

Blake Berner, Planner  
Unisource Energy Services  
1459 E. Butler Ave.  
Flagstaff, AZ 86001

[bberner@uesaz.com](mailto:bberner@uesaz.com)

**Re: Ghost Tree at Pine Canyon**

Dear Blake;

On behalf of TLC PC Land Investors, LLC, Granite Basin Engineering is requesting a “will serve” letter from your organization as part of the predevelopment, due diligence review of a proposed 12 residential lot community on parcel 105-10-206 within the Pine Canyon master community as seen in the attached Concept Plat. This 5.92 acre property is located in Section 21, Township 7, Range 34 of the Gila and Salt River Meridian, Flagstaff, AZ.

Please respond at your soonest convenience or let me know if further information is needed. Thank you for your assistance.

Sincerely,

Kaline Hutchinson  
[kaline@granitebasinengineering.com](mailto:kaline@granitebasinengineering.com)  
Operations Manager  
Granite Basin Engineering

## Kaline Hutchinson

---

**From:** Kaline Hutchinson  
**Sent:** Tuesday, January 18, 2022 10:40 AM  
**To:** 'gmiller@flagstaffaz.gov'  
**Subject:** FW: Ghost Tree at Pine Canyon - Unit One, Tract 23  
**Attachments:** 02\_Ghost Tree Revised Concept Plat-2021-11-24.pdf; 05-Waiver of WSIA Pine Bluff Plat in Pine Canyon 10-16-2019.pdf

Good Morning Gary –

Your office was kind enough to redirect me to you for this will serve request at Pine Canyon. We are applying for the pre-plat with the City of Flagstaff for Ghost Tree at Pine Canyon and we'd like to request a will serve letter as your earliest convenience. The Concept Plat is attached along with the letter Ryan previously completed for another phase of this same community. Please let us know if you have any questions.

Thanks very much.

Kaline Hutchinson  
Operations Manager  
Granite Basin Engineering, Inc.  
1981 Commerce Center Circle, Suite B  
Prescott, AZ 86301  
Office: 928-717-0171  
[www.granitebasinengineering.com](http://www.granitebasinengineering.com)

# Ghost Tree II

## PZ-21-00155-07

**Preliminary Plat**

City Council | June 4, 2024

Wesley Welch | Planner





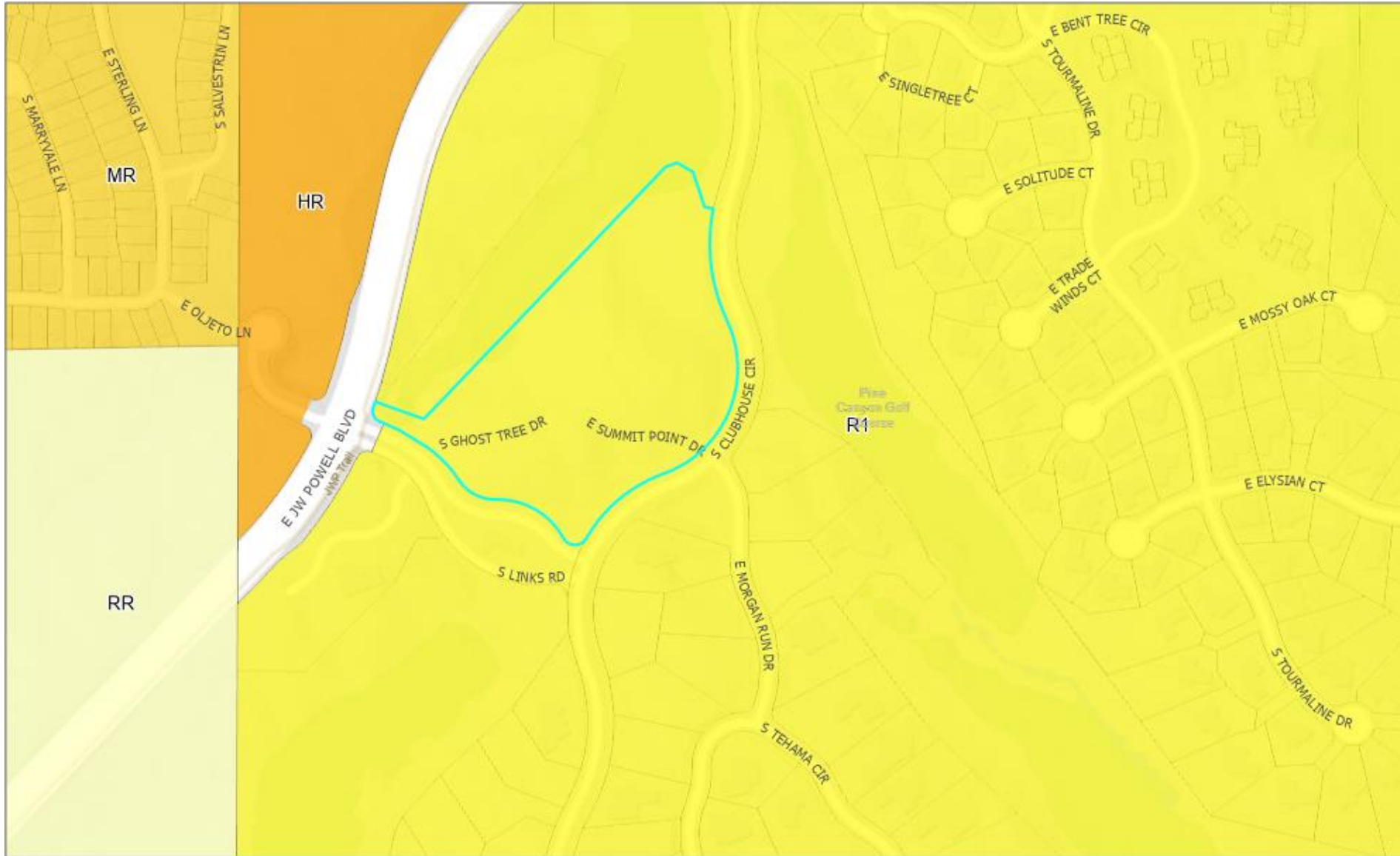
# Request Overview

- Request from TLC PC Land Investors, LLC for **Preliminary Plat approval for Ghost Tree II** located at 3201 S Clubhouse Circle.
- Single family subdivision with 12 single-family home lots on 7.87 acres in the R1 (Single-family Residential) Zone.
- Staff approved the Preliminary Plat on April 8, 2024.
- Planning & Zoning Commission recommended approval on May 8, 2024.





# Vicinity Map



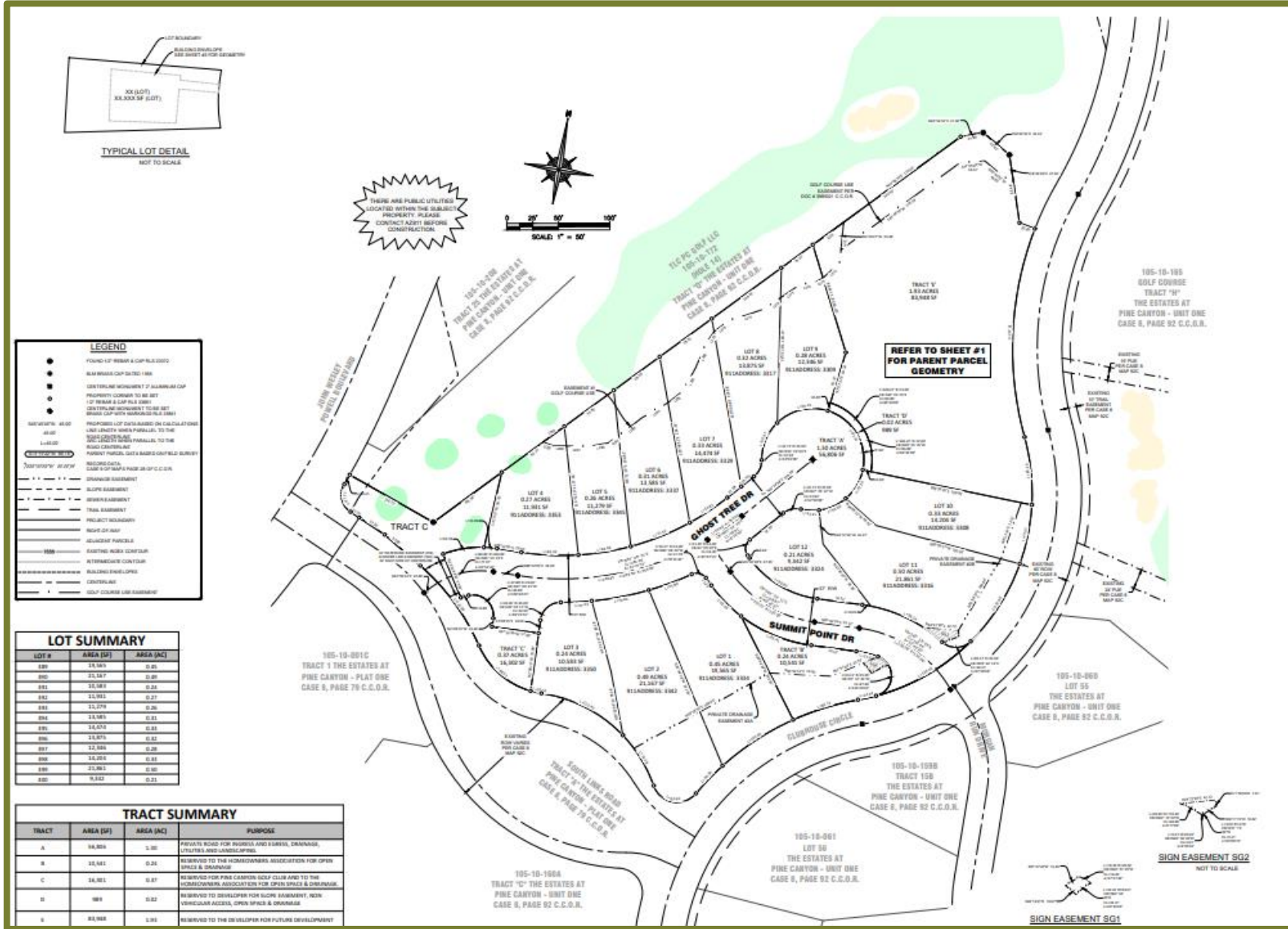


# Background

- Final Plat for Ghost Tree II was originally approved by Council on January 3, 2023.
- Plat was unable to be properly recorded
- This plat request is to clean up minor errors
- 7.87 acres
- R1 Zone
- 12 single family lots
- Resource Protection Overlay



# Ghost Tree II Preliminary Plat





# Required Finding #1: Zoning Code (Title 10)



## Meets R1 Zone Standards

- Gross Density
  - 2 units/acre
- Lot design
  - Meets minimum lot size, width, depth requirements
- Due to the unique topography of the site, individual building envelopes are on each site.



# Required Finding #1: Zoning Code (Title 10)



## Resource Protection Standards

FOREST RESOURCE SUMMARY				
EXISTING TREE RESOURCE POINTS	REQUIRED TREE PROTECTION		PROPOSED TREE PROTECTION	
	PERCENTAGE	POINTS	PERCENTAGE	POINTS
529	50%	265	50.47%	267

STEEP SLOPES RESOURCE SUMMARY					
STEEP SLOPES RESOURCE	TOTAL SQUARE FEET	REQUIRED SLOPE PROTECTION		PROPOSED SLOPE PROTECTION	
		PERCENTAGE	SQUARE FEET	PERCENTAGE	SQUARE FEET
SLOPES 17%-24.99%	89,393	70%	62,575	68.50%	61,235
SLOPES 25%-34.99%	26,326	80%	21,061	84.37%	22,212
SLOPES 35%+	NONE	-	-	-	-

- Excess slope in the 25% - 34.99% category was converted to tree points per 10-50.90.050.C.4
- $1,151 \text{ square feet of excess slope} / 50 = 23 \text{ extra tree points.}$



# Required Finding #1: Zoning Code (Title 10)

## Resource Protection Standards

- Applicant is requesting a reduction of the required slope resources for the 17%-24.99% category
  - Required Preservation: 70%
  - Actual Preservation: 68.5%
- Reductions up to 5% may be approved by the Planning Director, reductions up to 10% may be approved by Planning and Zoning Commission.
  - The plat was approved by the Planning and Zoning Commission, with the reduced slope reduction, on May 8.



# Required Finding #1: Zoning Code (Title 10)

## Resource Protection Standards

- 10-90.90.110(B) identifies 4 items that need to be addressed for the Commission to grant the reduction:
  1. Why priority areas described in Section 10-50.90.090, Priority for Resource Protection, cannot be retained.
  2. That there are no reasonable methods or techniques to implement the resource protection requirements of this division.
  3. A proposal for mitigation as defined in this section.
  4. Mitigation proposals should not create future fire problems and have been approved by the FFD.



# Resource Protection Plan



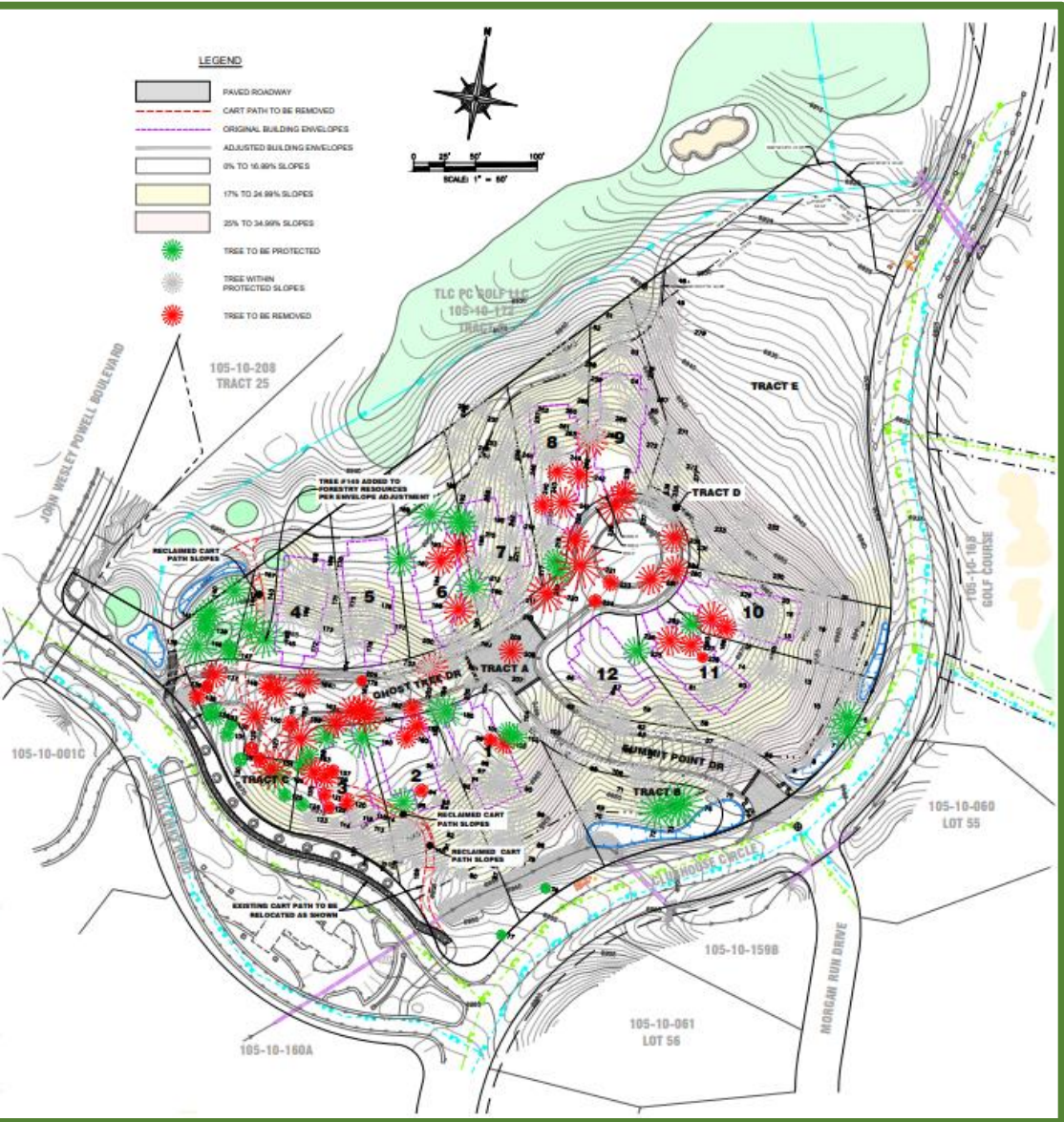
EXISTING TREE RESOURCE POINTS	REQUIRED TREE PROTECTION		PROPOSED TREE PROTECTION	
	POINTS	PERCENTAGE	POINTS	PERCENTAGE
529	504	95%	267	50%

STEEP SLOPES RESOURCE	TOTAL SQUARE FEET	REQUIRED SLOPE PROTECTION		PROPOSED SLOPE PROTECTION	
		PERCENTAGE	SQUARE FEET	PERCENTAGE	SQUARE FEET
SLOPES 17% TO 24.99%	88,991	10%	8,899	9%	88,092
SLOPES 25% TO 34.99%	68,428	6%	4,106	6%	64,322
SLOPES 35% TO 44.99%	1,000	0%	0	0%	1,000
TOTAL	158,419	8%	13,005	8%	155,414

SLOPE	ALLOWABLE DISTURBANCE		TOTAL
	AREA (SQ FT)	PERCENTAGE	
17% TO 24.99%	8,899	10%	8,899
25% TO 34.99%	4,106	6%	4,106
35% TO 44.99%	0	0%	0
TOTAL	13,005	8%	13,005

SLOPE CATEGORY	AREA (SQ FT)	ALLOWABLE DISTURBANCE		INFRASTRUCTURE DISTURBANCE		BALANCED (ALLOWABLE LESS DISTURBANCE)	
		AREA (SQ FT)	PERCENTAGE	AREA (SQ FT)	PERCENTAGE	AREA (SQ FT)	PERCENTAGE
EXISTING TOPOGRAPHY	158,419	13,005	8%	13,005	8%	145,414	92%
RECLAIMED CARTPATH	158,419	13,005	8%	13,005	8%	145,414	92%
EXISTING TOPOGRAPHY	158,419	13,005	8%	13,005	8%	145,414	92%
RECLAIMED CARTPATH	158,419	13,005	8%	13,005	8%	145,414	92%
EXISTING TOPOGRAPHY	158,419	13,005	8%	13,005	8%	145,414	92%
RECLAIMED CARTPATH	158,419	13,005	8%	13,005	8%	145,414	92%
TOTAL	158,419	13,005	8%	13,005	8%	145,414	92%

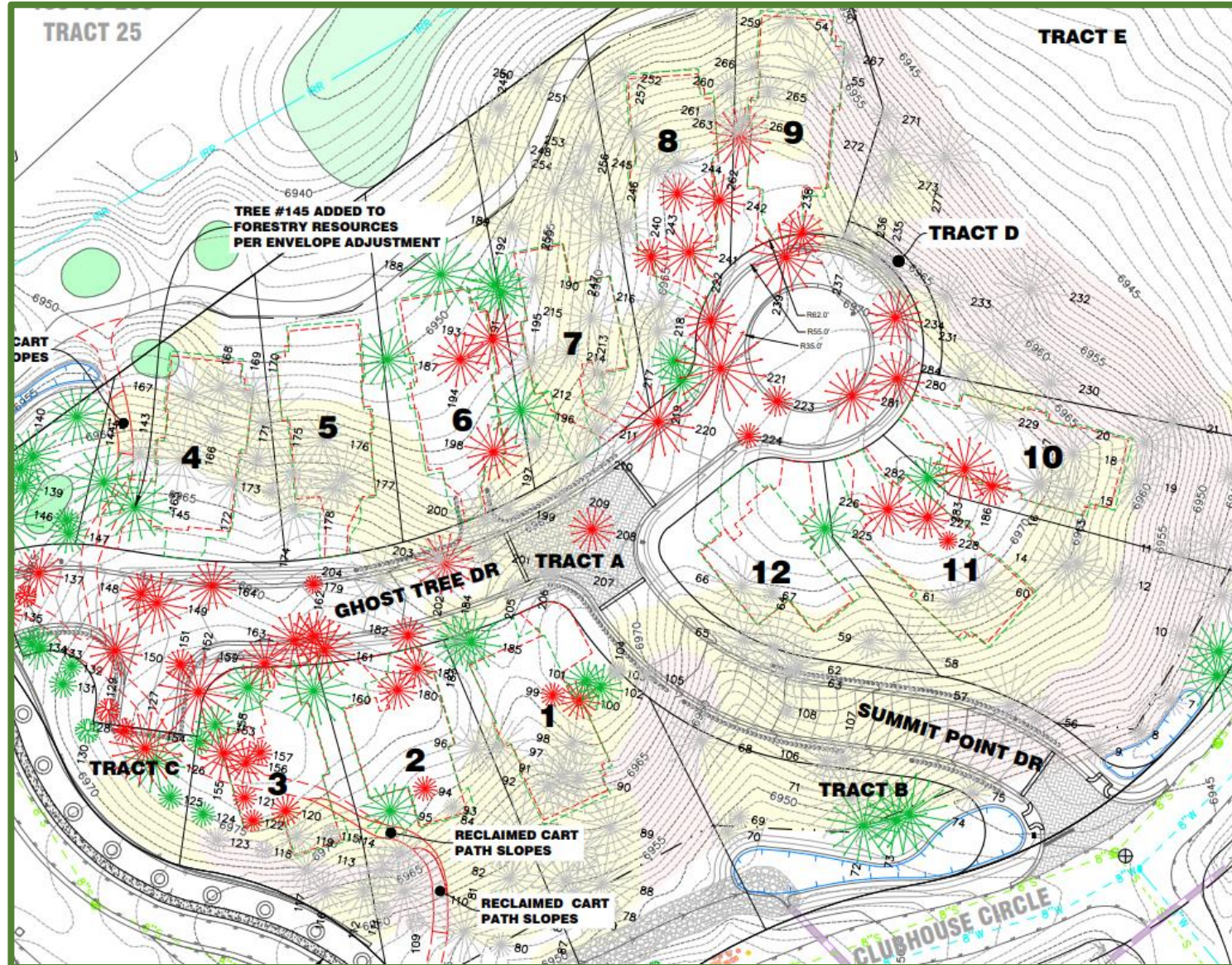
FOREST RESOURCES	POINTS	%
PARENT PROPERTY TOTAL AVAILABLE FOREST RESOURCE CREDIT POINTS (SEE SHEET 8)	529	100.0%
FOREST RESOURCE CREDIT POINTS, PROTECTED OUTSIDE OF BUILDING ENVELOPES, DERIVED FROM TREE SURVEY (SEE SHEET 8)	288	54.4%
FOREST RESOURCE CREDIT POINTS DERIVED FROM PROTECTED STEEP SLOPES (OVER & ABOVE MINIMUM REQUIRED)	24	4.5%
TOTAL PROTECTED FOREST RESOURCE CREDIT POINTS	312	58.9%







# Resource Protection Plan





# Required Finding #1: Zoning Code (Title 10)



## Meets other relevant standards

- Historic/Cultural Resources
  - This plat was reviewed and accepted by the Historic Preservation Officer.
- Parks, Open Space, Pedestrian, Bicycle Facilities
  - Pine Canyon Development contains various 10-foot wide paved FUTS trails throughout the development.



## Meets Engineering Standards

- Public systems analysis conducted to confirm preliminary compliance with Engineering Standards
  - Compliance confirmed with Civil Engineering Plans (after Preliminary Plat approval).
- Access and Traffic
  - Traffic Impact Analysis was prepared and approved for the entire Pine Canyon Community.
  - Private street with a cul-de-sac (Tract A) will provide direct access.



# Required Finding #2: Engineering Standards (Title 13)



## Meets Engineering Standards

- Water and Wastewater
  - New water line will connect to existing water main
  - New sewer line will connect to existing sewer main
- Stormwater
  - Stormwater analysis previously completed for entire Pine Canyon development
  - Applicant proposes to add several LID basins within the subdivision and just outside the subdivision on the golf course.



# Required Finding #3: Subdivisions Standards (Title 11)



## **Meets Subdivision and Land Split Regulations (Chapter 11-20)**

- Preliminary Plat procedures, application requirements
- Minimum Required Subdivision Improvements
  - Identified in public systems analyses (previous slides)
- Subdivision Standards and Regulations
  - Lot Design
  - Street Design
  - Easement Design
  - Block Design



# Recommendation

## Planning & Zoning Commission Recommendation

City Council, based on the required findings and the recommendation of the Planning and Zoning Commission (7-0), approves this Preliminary Plat, with the following conditions:

- 1) The Preliminary Plat is granted a reduction of 1.5% from the preservation requirement of 70% for the 17%-24.99% slope resources based on the request provided.

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Erin Young, Water Resources Manager  
**Co-Submitter:** Shannon Jones, Water Services Director  
**Date:** 06/12/2024  
**Meeting Date:** 06/18/2024



**TITLE:**

**Consideration and Adoption of Resolution No. 2024-30 and Ordinance No. 2024-19:** A Resolution of the Flagstaff City Council declaring as a public record that certain document filed with the City Clerk and entitled "*Water Services Rates Code Changes*" and An Ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code Title 3, Business Regulations, Section 3-10-001-0008 License Fees and Title 7, Health and Sanitation, Chapter 7-02 Wastewater Regulations, and Chapter 7-03 Water Regulations, by adopting by reference that certain document entitled "*Water Services Rates Code Changes*"; providing for penalties, repeal of conflicting ordinances, severability, and establishing an effective date

**STAFF RECOMMENDED ACTION:**

At the June 18 Council Meeting:

- 1) Hold Public Hearing
- 2) Read Resolution No. 2024-30 by title only
- 3) Read Ordinance No. 2024-19 by title only for the first time
- 4) City Clerk reads Ordinance No. 2024-19 by title only (if approved above)

At the July 2 Council Meeting:

- 5) Adopt Resolution No. 2024-30
- 6) Read Ordinance No. 2024-19 by title only for the final time
- 7) City Clerk reads Ordinance No. 2024-19 by title only (if approved above)
- 8) Adopt Ordinance No. 2024-19

**Executive Summary:**

This action adopts an ordinance increasing water, sewer, and reclaimed water user and service fees, and water and sewer capacity fees. The charges are increased over five years to adequately fund operations, maintenance, debt repayment, and replacement projects contained in the ten-year capital improvement program per Council direction.

**Financial Impact:**

Water, wastewater, and reclaimed water utility rates and fees and water and wastewater capacity charges will be phased in over a 5-year period. The new rates for Year 1 would take effect on September 1, 2024:

- Year 1: September 1, 2024 through December 31, 2025
- Year 2: January 1, 2026 through December 31, 2026
- Year 3: January 1, 2027 through December 31, 2027
- Year 4: January 1, 2028 through December 31, 2028
- Year 5: January 1, 2029 through December 31, 2029

**Policy Impact:**

The City is proposing modifications to the water, wastewater, and reclaimed water rates and rate structures,

increasing water and sewer capacity fees, and increasing miscellaneous water charges, to meet cost recovery requirements for services provided to specific customers. The impact on the combined utility bill for water and wastewater service was carefully considered in determining the appropriate balance between the proposed rate changes and debt financing. Based on the ten-year financial plans, a synopsis of cost impacts is explained below:

### **Water**

The water enterprise fund is impacted by multiple cost factors over the five-year planning period including:

- Operating cost increases for treatment chemicals due to scarcity and supply challenges.
- Operating cost increases for contractual services necessary for treating raw water.
- Increasing costs for replacing and repairing aging infrastructure.
- Surface water treatment plant upgrades to improve water source resiliency and maintain water quality.
- Increasing costs required for drought preparedness through watershed health.
- Additional operations and trades staff to support a growing community, and capital improvement program development.
- Operating cost increases for personnel services and benefits.
- Adjustments to water capacity fees and revenues to align fee per single family equivalent (3/4-inch meter equivalent) with current level of service requirements, growth-related shares of past infrastructure investments and planned capital improvements, and preparations for sustainable future water supplies.
- While Water Services proposed to decrease the base fee from 29% cost recovery to 25% cost recovery, the overall increases to base fees are proposed to better reflect the recovery of fixed operating costs.
- Increases to commodity rates are proposed to generate sufficient revenues to maintain the water fund as a self-sustaining enterprise, encourage efficient water use and urge conservation.
- Condensing the Institutional customer class to the Commercial customer class to remove single-user categories from the customer class list.
- Additionally, the ratios between water rate tiers are being adjusted to provide price incentives for efficiency indoors and re-setting the cost-of-service of providing water for outdoor water uses.

### **Wastewater**

The wastewater enterprise fund is impacted by multiple cost factors over the five-year planning period including:

- Operating cost increases for treatment chemicals due to scarcity and supply challenges.
- Increasing cost for replacing and repairing aging infrastructure.
- Maintenance cost increases of system infrastructure due to deferred maintenance due to a lack of funding and increased system demand.
- Operating cost increases for personnel services and benefits.
- The introduction of base fees are proposed to reflect the recovery of fixed operating costs and adjusted for the cost-of-service to each customer class.
- Adjustment to the wastewater capacity fees and revenues to align the fee per single family equivalent (3/4-inch meter equivalent) with current level of service requirements including solids treatment capacity, growth-related shares of past infrastructure investments and planned capital improvements, and preparations for future wastewater treatment expansions.
- Adjustments to volumetric rates are proposed to reflect the cost of wastewater loadings by customer class and generate sufficient revenues to maintain the wastewater fund as a self-sustaining enterprise.

Overall, from FY 2025 through FY 2029, the water, wastewater, and reclaimed water base fee and volumetric rate changes are forecasted to generate an increase in average annual revenue of up to \$1.7 million or 9.4% in the water fund, \$1.7 million or 12.5% in the wastewater fund, and \$102,000 or 8.1% in the reclaimed water fund and become effective September 1, 2024. Details of the increase are provided in a written report with data supporting the changes on file with the City Clerk and posted to Flagstaff's Rate Study webpage at [www.cleanwaterflagstaff.com](http://www.cleanwaterflagstaff.com).

### **Water and Wastewater Miscellaneous Charges**

To address cost recovery, to meet the City's financial policy that charges recover all direct and indirect costs of service, miscellaneous charges are assessed to specific users of the service so that general rate payers do not bear the burden.



### **Previous Council Decision or Community Discussion:**

On April 16, 2024 Council adopted a Notice of intention to increase water, sewer, and reclaimed water rates or rate components, fees, or service charges

Water Services has presented on various elements of the rate study to City Council beginning February 2023. The videos of these meetings are available on the City's Rate Study website [cleanwaterflagstaff.com](http://cleanwaterflagstaff.com) from the "View Past Meetings" tab. Here is a list of all meetings where staff presented to City Council on the Rate Study:

- February 21, 2023 Discussion regarding a rate and fee study for water, reclaimed water, and wastewater funds.
- March 7, 2023 Consideration of a Contract for Professional Services with Stantec Consulting Services, Inc
- September 5, 2023 Introduction of the Rate Study Team
- December 12, 2023 Water, Wastewater, and Reclaimed Water Rate Study Presentation 1 of 2 on Capacity Fees and Misc. Fees
- January 23, 2024 Water, Wastewater, and Reclaimed Water Rate Study Presentation 2 of 3 on Capacity Fees and Misc. Fees
- February 6, 2024 Water, Wastewater, and Reclaimed Water Rate Study Presentation 3 of 3 on Capacity Fees and Misc. Fees
- February 13, 2024 Introduction to Water, Wastewater, Reclaimed Water Rate Design
- April 2, 2024 Follow-up discussion from the March 25, 2024 City Council - Water Commission Joint Meeting
- April 16, 2024 Notice of intention to increase water, sewer, and reclaimed water rates or rate components, fees, or service charges
- May 16, 2024 Council special worksession; presentation from Water Services Director on the operational needs of the Division
- May 21, 2024 Presentation from Stantec on Financial Model Assumptions; Direction from Council on changes to assumptions
- June 4, 2024 Staff presentation on the results of Council's Direction; Council directed staff to proceed with changes for the June 18 Public Hearing

Joint meetings of the Flagstaff City Council and Water Commission were held on the following dates. The videos of these meetings are available on the City's Rate Study website [cleanwaterflagstaff.com](http://cleanwaterflagstaff.com) from the "View Past Meetings" tab.

- October 23, 2023 Discussion and Direction on the Rate Study Financial Plans
- March 4, 2024 Wastewater Rate Design Workshop & Direction on Rate Design
- March 25, 2024 Water & Reclaimed Water Rate Design Workshop & Direction on Rate Design

Presentations were provided to the Water Commission about the Rate Study on the following dates. The videos of these meetings are available on the City's Rate Study website [cleanwaterflagstaff.com](http://cleanwaterflagstaff.com) from the "View Past Meetings" tab.

- August 7, 2023 Introduction of Stantec Team
- September 21, 2023 Rate Study Update on Task 2
- October 19, 2023 Rate Study Financial Planning Scenarios Presentation and Discussion
- November 16, 2023 Rate Study Approach for Capacity Fee Calculations, Cost Allocations, Misc. Fees
- December 14, 2023 Update on Capacity Fee Calculations, Cost Allocations, Misc. Fees
- January 18, 2024 Water, Wastewater, and Reclaimed Water Rate Study Presentation on Capacity Fees and Misc. Fees
- February 15, 2024 Rate Design Discussions with Water Commission
- March 21, 2024 Brief update from staff with questions for commissioners
- April 18, 2024 Stantec provided the same presentation given to Council on April 16

Community Meetings

- Water Services held a Water Rate Study Informational Meeting on December 7, 2023. This was a public information meeting available as a dial-in (spanish or english) or WebEx. Video is available on [cleanwaterflagstaff.gov](http://cleanwaterflagstaff.gov)
- Water Services held a drop-in meeting on Capacity Fees at its Administrative Offices on January 30 & 31
- Water Services tabled at the Downtown Community Library on April 1 from 5-7 pm; Jay Lively Ice Arena on April 3 from 5-7 pm
- Water Services tabled at Science Saturday at Willow Bend on April 6, Joe Montoya on April 10 from 10-noon
- Water Services held a drop-in event at the East Flagstaff Community Library on April 8, 2024 from 5:30 to 7:00 pm
- Water Services provided information on the rate study and held a tour at the Rio de Flag Water Reclamation Plant on April 13, 2024 at 10 am
- Water Services tabled at Earth Day on April 20th from 11 am to 2 pm
- Water Services were invited to introduce the rate study before a hike at Schultz Creek with Friends of the Rio de Flag on May 2 at 5 pm
- Water Services tabled for the rate study during the Arizona Department of Environmental Quality community event on wastewater systems at the East Flagstaff Library on May 8, 2024 from 5:30 to 7 pm
- Water Services held a drop-in event at the Aquaplex on May 18, 2024 from 11 am to 2 pm

Meetings to discuss various components of the Rate Study have been held with individual customers and community groups including the Greater Flagstaff Chamber of Commerce, Capstone Homes, Northern Arizona University, Snowbowl, a member of the Downtown Business Alliance, Historic Brewery, Joy Cone. Community "Roundtable" type discussions were held in September 2023. Staff also presented to the Economic Collaborative of Northern Arizona, Friends of Flagstaff's Future, and the City's Tourism Commission (April 25), Airport Commission (May 9), and Housing Commission (May 23). The community groups comprised representatives of the City of Flagstaff's commissions.

The City released a website for rate study information in October, 2023 at [cleanwaterflagstaff.com](http://cleanwaterflagstaff.com). Between October and April, the website had over 2,800 views. The site had 2,966 views in April, and 4,188 views in May. A Water Rate Calculator was added to the site on April 16 and video on how to use the calculator is available on the website, released on May 24. Customers can leave comments from the website.

Water Services has emailed out notices throughout the study to multiple lists of customers and organizations, sharing information about Council or Commission meetings, and community meetings, to customers monthly. The City's Public Information Office issued press releases related to the rate study, on October 16, 2023, December 12, 2023, February 29, 2024, and March 28, 2024. A notice of the June 18 and July 2 public hearing dates are scheduled for the Daily Sun.

#### **Options and Alternatives to Recommended Action:**

Council may elect to change elements of the rate study. Doing so would result in a time and dollar increase change order on the contract with Stantec and delay the public hearing process.

#### **Connection to PBB Priorities and Objectives:**

Serve the public by providing high-quality customer service

Deliver outstanding services to residents through a healthy, well-maintained infrastructure system

Support and strengthen a robust, diverse, and sustainable economy

Promote, protect, and enhance a healthy, sustainable environment and its natural resources

#### **Connection to Regional Plan:**

Goal WR.2. Manage a coordinated system of water, wastewater, and reclaimed water utility service facilities and resources at the City level and identify funding to pay for new resources.

Goal WR.4. Logically enhance and extend the City's public water, wastewater, and reclaimed water services including their treatment, distribution, and collection systems in both urbanized and newly developed areas of the City to provide efficient delivery of services.

#### **Connection to Carbon Neutrality Plan:**

CR-2 Strengthen existing community systems to create resilience to both short-term shocks and long-term change.

WS-1 Improve water infrastructure and expand water reuse.

HS-3 Adequately fund services for disaster preparedness.

HS-4 Improve the resilience of public infrastructure and City facilities.

**Connection to 10-Year Housing Plan:**

None

**Connection to Division Specific Plan:**

Council-adopted Water Policies (Utilities Integrated Master Plan 2014)

Section A Finance Policies:

Policy A1.1, A1.2

Policy A3.1, A3.2, A3.3

---

**Attachments:**    Res. 2024-30  
                          Water Services Rates Code Changes  
                          Ord. 2024-19

**RESOLUTION NO. 2024-30**

**A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED “*WATER SERVICES RATES CODE CHANGES*”**

**RECITALS:**

WHEREAS, pursuant to A.R.S. § 9-802 a municipality may enact or amend provisions of the City Code by reference to a public record, provided that the adopting ordinance is published in full; and

WHEREAS, ARS §§9-511, 9-511.01 et. seq. provides authority for municipalities to adjust water, wastewater, and reclaimed water utility rates and fees, and water and wastewater capacity charges, and

WHEREAS, amending water, wastewater, and reclaimed fees and rates and fees require adoption of City Code changes by Ordinance, and

WHEREAS, City Code changes required are being provided in a document known as “*Water Services Rates Code Changes*”.

**ENACTMENTS:**

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

SECTION 1. In General.

That certain document known as “*Water Services Rates Code Changes*” attached hereto as Exhibit A is hereby declared to be a public record, and one (1) paper copy and one (1) electronic copy maintained in compliance with A.R.S. § 44-7041 shall remain on file with the City Clerk and kept available for public use and inspection.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 2nd day of July, 2024.

---

MAYOR

ATTEST:

---

CITY CLERK

APPROVED AS TO FORM:

---

CITY ATTORNEY

Exhibits:

Water Services Rates Code Changes

## WATER SERVICES RATES CODE CHANGES

### PART 1: LICENSE FEE SECTION

#### **3-10-001-0008 License Fees**

The user fees of the Management Services Division shall be as follows:

Fee Type	Fee per Each
Business license – annual	\$8
Business license – renewal	\$8
Business license – penalty failure to obtain/renew	50% of fee
Transient merchant approval	\$0
Transaction privilege and use tax license (see Section 3-05-003-0320)	
Commercial ground transportation – per taxi	\$38
Commercial ground transportation – per motor coach	\$38
Commercial ground transportation – annual renew	\$8
Adult oriented business (see Section 3-08-001-0006)	
Adult oriented business renew (see Section 3-08-001-0006)	
Scavenger waste permit	<del>\$24</del> <b>\$45</b>
Short-term rental license – annual (see Chapter 3-12)	\$175*

\* Short-term rental license fee will increase by five dollars (\$5.00) annually on November 1st, commencing in 2024.

PART 2: WASTEWATER REGULATIONS

**CHAPTER 7-02  
WASTEWATER REGULATIONS**

SECTIONS:

- 7-02-001-0001 PURPOSE
- 7-02-001-0002 DEFINITIONS
- 7-02-001-0003 INTERFERENCE WITH THE WATER SERVICES DIVISION; DIGGING UP  
STREETS WITHOUT A PERMIT; TAMPERING WITH EQUIPMENT PROHIBITED
- 7-02-001-0004 RESPONSIBILITY FOR CLEANING, REPAIR AND REPLACEMENT OF  
BUILDING SEWERS AND CONNECTIONS
- 7-02-001-0005 UNSANITARY DISPOSAL OF EXCREMENT PROHIBITED
- 7-02-001-0006 TREATMENT OF POLLUTED WASTES REQUIRED
- 7-02-001-0007 PROHIBITED SUBSTANCES
- 7-02-001-0008 STANDARDS FOR DISCHARGE
- 7-02-001-0009 INDUSTRIAL CLASSIFICATION
- 7-02-001-0010 INDUSTRIAL SELF-MONITORING
- 7-02-001-0011 REPORTING REQUIREMENTS
- 7-02-001-0012 SIGNATORY REQUIREMENTS
- 7-02-001-0013 CONFIDENTIALITY OF BUSINESS INFORMATION
- 7-02-001-0014 INTERCEPTORS; TYPE, CAPACITY, LOCATION, MAINTENANCE
- 7-02-001-0015 CONTROL MANHOLES
- 7-02-001-0016 INSPECTIONS AND MONITORING
- 7-02-001-0017 PROVISION OF FALSE INFORMATION
- 7-02-001-0018 PUBLIC NOTIFICATION, DEFINITION OF SIGNIFICANT VIOLATION
- 7-02-001-0019 ENFORCEMENT
- 7-02-001-0020 UPSET AN AFFIRMATIVE DEFENSE
- 7-02-001-0021 SUSPENSION OF WATER AND/OR SEWER SERVICE
- 7-02-001-0022 DISREGARD OF SAMPLES
- 7-02-001-0023 CREDIT FOR PRETREATMENT EXPENDITURES
- 7-02-001-0024 PUBLIC RECLAIMED WASTEWATER PIPELINE AND SEWER  
EXTENSIONS; APPROVAL BY CITY ENGINEER
- 7-02-001-0025 CONSTRUCTION AND OWNERSHIP OF PUBLIC RECLAIMED  
WASTEWATER PIPELINES, PUBLIC SEWER LINES AND OTHER EQUIPMENT  
MAINTAINED BY DIVISION
- 7-02-001-0026 PUBLIC RECLAIMED WATER PIPELINE EXTENSION AND CONVERSION  
POLICY FOR REUSERS
- 7-02-001-0027 MAIN SEWER EXTENSION POLICY FOR AREAS BEYOND PRESENT CITY  
TRUNK LINES
- 7-02-001-0028 PRIVATE SEWERAGE SYSTEMS; CONSTRUCTION AND MAINTENANCE  
WITHIN THE CITY PROHIBITED GENERALLY
- 7-02-001-0029 PRIVATE SEWERAGE SYSTEMS; WHEN PERMITTED, TO BE  
CONSTRUCTED AND MAINTAINED IN SANITARY MANNER
- 7-02-001-0030 PRIVATE SEWERAGE SYSTEMS; DISCONTINUANCE
- 7-02-001-0031 PRIVATE SEWERAGE SYSTEMS; AUTHORITY OF DIRECTOR OF HEALTH  
DEPARTMENT
- 7-02-001-0032 PERMIT REQUIRED

- 7-02-001-0033 APPLICATION FOR BUILDING CONNECTION
- 7-02-001-0034 DIRECTOR TO APPROVE DESIGN NUMBER, LOCATION, SIZE AND CONSTRUCTION OF BUILDING CONNECTIONS
- 7-02-001-0035 SPECIAL PROVISIONS FOR INSTALLING BUILDING CONNECTIONS IN NEW SUBDIVISIONS AND DEVELOPMENTS
- 7-02-001-0036 RECORDS TO BE KEPT BY COMMUNITY DEVELOPMENT
- 7-02-001-0037 SEWER TAP FEE
- 7-02-001-0038 SEWER USER CHARGES
- 7-02-001-0039 THE COLLECTION OF USERS CHARGES SHALL BE UNDER THE DIRECTION OF THE CITY'S ~~FINANCE~~ MANAGEMENT SERVICES DIRECTOR
- 7-02-001-0040 RATE ESTABLISHMENT AND REVIEW PROCEDURE
- 7-02-001-0041 SEWER USE CHARGES, CAPACITY CHARGES
- 7-02-001-0042 SCAVENGER WASTE AND GREASE HAULERS
- 7-02-001-0042.1 SCAVENGER WASTE DISCHARGE PERMITS
- 7-02-001-0043 SEWER RATES TO BE ADDED TO WATER BILLS
- 7-02-001-0044 WHEN BILLS PAYABLE; DISCONNECTION OF SERVICE FOR FAILURE TO PAY; RECONNECTION FEE
- 7-02-001-0045 DETERMINATION OF WASTEWATER QUANTITY AND BILLINGS: NONRESIDENTIAL
- 7-02-001-0046 PAYMENT OF BILLS AND CHARGES
- 7-02-001-0047 NOTICE PRIOR TO DISCONNECT
- 7-02-001-0048 SERVICE CONNECTIONS
- 7-02-001-0049 PERMITS REQUIRED FOR INDUSTRIAL USERS
- 7-02-001-0050 INDUSTRIAL USER PERMITS
- 7-02-001-0051 PERMITTEE REQUIREMENTS
- 7-02-001-0052 SEWER SERVICE OUTSIDE CITY LIMITS
- 7-02-001-0053 DISCONNECTION OF SERVICE

**7-02-001-0001 PURPOSE**

A. City Water Treatment Facilities. City water treatment facilities include the Lake Mary Water Treatment Plant, NORTH RESERVOIR TREATMENT PLANT, Rio de Flag Water Reclamation Plant (WRP), and the Wildcat HILL WRP. The Water Services Director has authority over all field operations of the City's water treatment and collection system, including flow test measurements, quality of waste, service connections, line construction plus the operation and maintenance of all water facilities.

B. The purpose of this chapter is to establish uniform requirements for users of the publicly owned treatment works (POTW) for the City of Flagstaff, Arizona ("City"), and enable the City to comply with all applicable State and Federal laws, A.R.S. Section 49-391, relating to local enforcement of water pretreatment requirements, the Clean Water Act ("CWA") (33 U.S.C. §§ 1251 et seq.) and the general pretreatment regulations (40 CFR Part 403). The objectives of these wastewater regulations are:

1. To prevent the introduction of pollutants into the POTW that will interfere with their operation;
2. To prevent the introduction of pollutants into the POTW that will pass through the POTW without adequate treatment, into receiving waters, or that will otherwise be incompatible with the POTW;



3. To protect the POTW personnel who may be affected by wastewater and sludge in the course of their employment and to protect the general public;
4. To promote reuse and recycling of effluent and sludge from the POTW;
5. To provide for fees for the equitable distribution of the cost of operation, maintenance, and improvement of the POTW;
6. To enable the City to comply with its Arizona pollutant discharge elimination system permit conditions, its sludge use and disposal requirements, and any other Federal or State laws to which the City's POTW is, or may become, subject. These wastewater regulations shall apply to all users of the City's POTW, and shall authorize the issuance of wastewater discharge permits; provide for effective monitoring, compliance, and enforcement procedures; establish administrative review procedures; establish user monitoring and reporting requirements; provide for the setting of fee rates and surcharges for the equitable distribution of costs resulting from the proper maintenance and operation of the City's POTW; and provide for the assessment of civil and criminal penalties for wastewater regulation violations.

C. The rules and regulations of this chapter are made for the benefit of the users of the City sewer system, for the protection of the sewer system, and to protect the quality of the effluent of the ~~sewage treatment~~ WATER RECLAMATION plants.

#### **7-02-001-0002 DEFINITIONS**

The general definitions found in Section 7-01 (Water Services) shall apply to this chapter. In addition, for the purposes of this chapter, the following words and terms shall have the following meanings, unless the context indicates otherwise:

**ALERT LIMIT:** The level at which, if exceeded by a significant industrial user, it is recommended that the POTW or City conduct an evaluation to determine if that discharge had or is having impact on the plant effluent quality, and if pass-through or interference was or is occurring leading to compliance concerns at the POTW, then voluntary correction or enforcement action is recommended.

**APPROVED LABORATORY PROCEDURES:** The measurements, tests and analysis of the characteristics of water and wastes in accordance with analytical procedures as established in 40 CFR Part 136 as revised.

**AVERAGE QUALITY:** The arithmetic average (weighted by flow value) of all the "daily determinations of concentration," as that term is defined herein, made during a calendar month.

**BEST MANAGEMENT PRACTICES or BMPs:** The schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in 40 CFR 403.5(a)(1) and (b). BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

**BOD (biochemical oxygen demand):** The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory conditions for five (5) days at a temperature of twenty degrees (20°C) centigrade, expressed in milligrams per liter.

**BRANCH SEWER:** An arbitrary term for a sewer which receives sewage from lateral sewers from a relatively small area.

**BUILDING CONNECTION:** The connection to the public sewer and extension therefrom of the sewer to the property line in an alley or street, or to the easement line in an easement, whichever is applicable, depending on the location of the public sewer.

**BUILDING OFFICIAL:** The Chief Building Inspector, or authorized representative.

**BUILDING SEWER:** The service line from the building to the sewer main.

**BYPASS:** The intentional diversion of waste streams from any portion of an industrial user's facility.

**CATEGORICAL STANDARD:** Limits for pollutants that are set by the EPA for individual types of industry listed in 40 CFR 403.

**COD (chemical oxygen demand):** The quantity of oxygen consumed from a chemical oxidation of inorganic and organic matter present in the water or wastewater, expressed in milligrams per liter.

**COLLECTION SYSTEM:** Any and all lines, manholes, or other mechanical or physical appurtenances which may be involved with the conveyance of wastewater to or from the City water reclamation plant(s).

**COOLING WATER:** The clean wastewater discharged from any heat transfer system such as condensation, air conditioning, cooling, or refrigeration.

**DAILY COMPOSITE SAMPLE:** A sample of effluent, discharge or other source of pollutants continuously collected, manually or automatically, over a normal operating day. Samples shall be collected over a twenty-four (24) hour period or at least an eight (8) hour period during production, with one (1) sample being drawn at least once every two (2) hours. Composites should be flow proportional wherever feasible.

**DAILY DETERMINATION OF WASTEWATER QUALITY:** For composite samples, "daily determination of wastewater quality" shall be the concentration of any parameter tested in a daily composite sample. For grab samples, the "daily determination of wastewater quality" shall be the arithmetic average (weighted by flow value) of the concentrations of any parameter in each grab sample obtained in any calendar day.

**DEVELOPER:** Any person engaged in the organizing and financing of a sewage collecting system within an area contributing to a branch, main or a trunk sewer of the City sewer system. Such may be either a subdivider or a legally constituted improvement district.

**DISCHARGE:** The disposal of sewage, water or any liquid from any sewer user into the sewerage system.

**DOMESTIC WASTE:** A typical, residential-type waste which requires no pretreatment under the provisions of this chapter before discharging into the sanitary sewer system, excluding all commercial, manufacturing and industrial wastes.

**EFFLUENT:** Wastewater or other liquid - raw, partially or completely treated - flowing from a basin, treatment process, or treatment plant.

**FINAL:** The local limits established by ordinance and to remain in effect which are recommended to remain until the system is reevaluated as a whole, during the next local limits update.

**GRAB SAMPLE:** An individual sample of effluent, discharge or other source of pollutants collected in less than fifteen (15) minutes.

**HAZARDOUS DISCHARGE:** A discharge which is considered by the City to be an imminent hazard to health, the environment, or the POTW.

**INDIRECT DISCHARGE:** The introduction of pollutants into a POTW from any nondomestic source regulated under Section 307(b), (c) or (d) of the Clean Water Act as amended 33 U.S.C. § 1251, et seq.

**INDUSTRIAL PRETREATMENT DISCHARGE PERMIT:** The permit granted by the City to an industrial user granting the right to discharge to the sewer works subject to the terms and conditions set forth in the permit.

**INDUSTRIAL USER:** A source of indirect discharge.

**INDUSTRIAL WASTE:** Any liquid, free-flowing waste, including cooling water, resulting from any industrial or manufacturing process or from the development, recovery or processing of natural resources, with or without suspended solids excluding uncontaminated water.

**INFLOW:** Water other than wastewater that enters a sewer system (including sewer service connections) from sources such as roof leaders, cellar drains, foundation drains, drains from springs and swampy areas, manhole covers, cross connections between stormwater, surface runoff, street wash waters or drainage.

**INTERFERENCE:** Inhibition or disruption of the sewer system, treatment processes or operations which contribute to a violation of any requirement of a National Pollutant Discharge Elimination System permit. The term includes prevention of sewage sludge use or disposal by the cities in accordance with Section 405 of the Act, or any criterial guidelines or regulations developed pursuant to the Solid Waste Disposal Act (SWDA), the Clean Air Act, the Toxic Substances Control Act, or more stringent State criteria (including those contained in any State sludge management plan prepared pursuant to Title IV of SWDA) applicable to the method of disposal or use employed by the City.

**INTERIM:** Guiding limits while the POTW or City investigates other sources of pollutants and ways of controlling those sources.

**LATERAL SEWER:** A sewer which discharges into a branch or other sewer and has no other common tributary to it.

**MAIN SEWER:** A sewer which receives sewage from one (1) or more branch sewers as tributaries.

**MAINTENANCE:** Keeping the treatment works in a state of repair, including expenditures necessary to maintain the capacity (capability) for which said works were designed and constructed.

**NATURAL OUTLET:** Any outlet into a watercourse, ditch, or other body of surface or ground water.

**NPDES PERMIT:** The permit or permits issued to and held by the City under the National Pollutant Discharge Elimination System, pursuant to 33 U.S.C. § 1342 and 40 CFR Parts 122 through 125.

**PARAMETER:** See "TREATMENT PARAMETER."

**PASS-THROUGH:** An effluent flow which exits the POTW in quantities or concentrations which alone or in conjunction with a discharge or discharges from other sources is a cause of a violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation).

**PERMITTEE, PERMIT HOLDER:** Any person, firm, association, corporation or trust which owns, operates, possesses or controls an establishment or plant being operated under a valid industrial pretreatment permit to discharge waste into the City sewer system.

**pH:** The logarithm of reciprocal of the weight of hydrogen ions in grams per liter of solution.

**POTW:** Publicly owned treatment works.

**PRETREATMENT:** The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of pollutant properties in wastewater prior to or in lieu of discharging or otherwise introducing such pollutants into the POTW, as further defined and described in 40 CFR 403.3(q).

**PRETREATMENT STANDARDS or PRETREATMENT REQUIREMENTS:** Any substantive or procedural requirements relating to pretreatment, including the specific pollutant limits set forth in Section 7-02-001-0008.

**PUBLIC SEWER:** A lateral, branch, main or trunk sewer controlled and maintained by the City of Flagstaff.

**RECLAIMED WASTEWATER:** The treated effluent which is the product of the municipal wastewater system, although not suitable for human consumption, may be used for certain industrial or commercial purposes.

**REPLACEMENT:** Those expenditures made for obtaining and installing equipment, accessories and/or appurtenances during the useful life of the treatment works which are necessary to maintain the capacity and performance of the treatment works for which they were designed and constructed.

**REPRESENTATIVE SAMPLE:** A sample which takes a portion of the user's discharge which will be indicative of all the constituents of the discharge.

**SANITARY SEWER:** A sewer which carries sewage and to which storm, surface, and ground waters are not intentionally admitted.

**SEVERE PROPERTY DAMAGE:** Substantial physical damage to property, damage to the treatment facilities which caused them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. "Severe property damage" does not mean economic loss caused by delays in production.

**SEWAGE/SEWERAGE:** A combination of water-carried wastes from residences, business buildings, institutions, and industrial establishments, together with such ground, surface, and stormwater as may be present.

**SEWAGE TREATMENT PLANT:** Any arrangement of devices and structures used for treating sewage.

**SEWER:** A pipe or conduit for carrying sewage.

**SEWER TAP:** Includes hole cut into main line and saddle to which to connect.

**SLUG LOAD:** Any pollutant discharged in quantities large enough to cause interference, upset, or pass-through at the POTW.

**STANDARD INDUSTRIAL CLASSIFICATION (SIC):** A coded classification of industries based upon economic activity developed by the U.S. Department of Commerce as published in the Standard Industrial Classification Manual, 1987, Office of Management and Budget.

**STANDARD METHODS:** The procedure as described in the most current edition of Standard Methods for the Examination of Water and Wastewater published by the American Health Association, or the most current edition of Manual of Methods for Chemical Analysis of Water and Wastes published by the U.S. Environmental Protection Agency.

**STORM SEWER or STORM DRAIN:** A sewer or drainage which carries storm and surface waters, but excludes sewage and polluted industrial wastes.

**SURCHARGE:** An additional charge levied against industrial users for exceeding certain thresholds of BOD or TSS, as described in Section 7-02-001-0040(H) and set forth in Section 7-02-001-0041(A).

**SUSPENDED SOLIDS (SS):** Solids measured in milligrams per liter that either float on the surface of or are in suspension in water, wastewater or other liquids and which are largely removable by a laboratory filtration device, as defined in the "Standard Methods" as defined herein.

**SYSTEM DESIGN CAPACITY:** The design capacity for normal domestic wastewater as established by accepted engineering standards.

**TREATMENT PARAMETER:** A fundamental characteristic of sewage around which treatment is designed, such as, but not limited to, flow, BOD, and suspended solids.

**TSS:** Total suspended solids, expressed in milligrams per liter, in a user's discharge.

TRUNK SEWER: A sewer which receives sewage from many tributary main sewers and serves as an outlet for a large territory.

UPSET: An exceptional incident in which there is unintentional and temporary noncompliance with categorical pretreatment standards because of factors beyond the reasonable control of the industrial user. This does not include noncompliance due to operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

U.S.C.: The United States Code, as amended.

USER: Any person, lot, parcel of land, building, premises, municipal corporation or other political subdivision that discharges, causes or permits the discharge of wastewater into the sewage system.

VOC (volatile organic compounds): Those parameters included in EPA method 624/625.

WASTEWATER SYSTEM: All facilities for collection, pumping, treating, and disposing of sewage. As used in this chapter the terms "sewer system" or "wastewater system" shall have the same meaning and definition.

WATERCOURSE: A channel in which a flow of water occurs, either continuously or intermittently.

#### **7-02-001-0003 INTERFERENCE WITH THE WATER SERVICES DIVISION; DIGGING UP STREETS WITHOUT A PERMIT; TAMPERING WITH EQUIPMENT PROHIBITED**

Every person who shall in any way interfere with employees of the Water Services Division in any discharge of their duties, either in the tapping of any sewer pipe, main, or lateral belonging to the City, or the cleaning, laying, or connection of any such pipe or main or lateral, or who shall dig up or cause to be dug up, any street or alley in the City for the purpose of connecting with the sewer system of the City without first obtaining a permit from the City Engineer, or who, having a permit, shall dig up any portion of any street or alley of the City for the purpose of connecting with the sewer system of the City and shall fail or neglect to place the street or alley in its original condition, or who shall maliciously or willfully break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance, or equipment which is a part of the municipal sewer system shall be guilty of a petty offense.

#### **7-02-001-0004 RESPONSIBILITY FOR CLEANING, REPAIR AND REPLACEMENT OF BUILDING SEWERS AND CONNECTIONS**

##### **A. Property Owner Responsibilities.**

1. The property owner shall be responsible for the cleaning, unstopping, maintenance and repair of the sewer connection piping serving the owner's property from the owner's home or building to the public sewer main.
2. Where the correction of a stoppage requires the repair or replacement of a damaged or broken section which is located off-property in a street or alley, the necessary repairs must be made by a licensed contractor, the scope of which licenses allows **THEM** ~~him~~ to work

within a public right-of-way subject to securing a right-of-way permit from the Engineering Section.

3. After repairs are made to a sewer connection in a concrete or asphalt street, the street shall be cut, filled, and compacted to grade, the top lift being one (1) foot of road base material approved by the City Engineering ~~Section~~ **DIVISION** Section. Upon completion, the street shall be opened to traffic and the City Public Works Division contacted to repair the street.

4. When the repairs to a sewer connection are required under a sidewalk, curb or gutter, the sidewalk, curb or gutter shall be square cut to avoid unnecessary damage. After completion, the excavation shall be backfilled and compacted to grade and the City Public Works Division contacted to repair the sidewalk, curb or gutter.

5. If in the opinion of the City Water Services Director an unnecessary amount of street, sidewalk, or curb and gutter is damaged in the process of making the repair, the contractor shall be charged for the repair of that amount.

**B. City Responsibilities.**

1. If the property owner perceives the location of a sewer service problem to be the City's main sewer line, the property owner should contact the City's Water Services Director.

2. The City will cooperate with the property owner to locate the cause of a sewer service problem, including the performance of appropriate tests or inspections on the City's main line. If the location of the sewer service problem is identified to be in the property owner's service line, responsibility for the repairs shall be pursuant to subsection (A) of this section. The City will cease any repair efforts if responsibility for the repairs falls on the property owner pursuant to subsection (A) of this section.

3. If the location is determined to be in the City's main line, the City will initiate the appropriate repair action.

4. If the location of the sewer problem cannot be identified, the City will proceed with the appropriate excavation to locate the cause of the problem. If the location of the problem is determined to be within the property owner's service line, responsibility for the repairs shall be pursuant to subsection (A) of this section. In addition, the property owner shall reimburse the City for costs incurred by the City in performing the necessary excavation if responsibility for the repair is on the property owner pursuant to subsection (A) of this section. If the location of the problem is within the City's main line, the City shall perform the appropriate repairs and the property owner shall bear no responsibility for the costs of excavation.

**7-02-001-0005 UNSANITARY DISPOSAL OF EXCREMENT PROHIBITED**

It shall be unlawful for any person to deposit, or permit to be deposited, in an unsanitary manner, upon public or private property within the City, or in any area under the jurisdiction of the City, any human or animal excrement or other objectionable waste.

**7-02-001-0006 TREATMENT OF POLLUTED WASTES REQUIRED**

It shall be unlawful to discharge to any natural outlet within the City or in any area under the jurisdiction of the City, any sewage, industrial wastes, or other polluted waters, except where suitable treatment has been provided, in accordance with provisions of this chapter.

## **7-02-001-0007 PROHIBITED SUBSTANCES**

A. The Water Services Director shall have the authority to regulate the volume and flow rate of discharge to the sewage works and to establish permissible limits of concentration for various specific substances, materials, or wastes that can be accepted into the sewage works, and to specify those substances, materials, waters or wastes that are prohibited from entering the sewage works.

B. The following are prohibited from **ENTERING** the City wastewater collection system:

1. Any substance that interferes with the POTW or wastewater collection system.
2. Any liquids, solids, or gases which by reason of their nature or quantity could be sufficient, either alone or by interaction with other substances, to cause injury to the POTW from fire or explosion. At no time shall two (2) successive readings on an explosion hazard meter, at the point of discharge to the POTW, be more than five percent (5%), nor any single reading over ten percent (10%), of the lower explosive limit (LEL) of the meters. Prohibited materials include, but are not limited to: gasoline, kerosene, naphtha, trichloroethylene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides and sulfides, waste streams with a closed cup flash point of less than one hundred forty degrees (140° **F**) Fahrenheit or sixty degrees (60° **C**) centigrade using the test methods specified in 40 CFR 261.21.
3. Any water which contains a solid or viscous substance which could obstruct the flow in the collection system or interfere with the POTW.
4. Any particles greater than one-half (1/2) inch in any dimension, animal tissues, manure, ashes, cinders, sand, metal, glass, straw, paper, wood, plastics, gas, tar, asphalt and grinding wastes.
5. Any substance that can cause corrosive damage to the POTW or collection system and any substance with a pH of less than 6.0 standard units (s.u.) or greater than 11.0 (s.u.).
6. Any liquid or vapor which causes the temperature entering the POTW to exceed one hundred four degrees (104° **F**) Fahrenheit (40° C) or any liquid or vapor with a temperature greater than one hundred sixty degrees (160° **F**) Fahrenheit (71° C).
7. Any toxic or radioactive substance in sufficient quantity to interfere with the POTW or collection system or to create a health or environmental hazard.
8. Any substance requiring unusual attention or expense of the City unless specifically authorized. Compensatory payments be determined by the City to be paid by the user who contributes any such authorized substance.
9. Any noxious or malodorous liquid, gas or solid which creates a public nuisance, health or environmental hazard, or inhibits entry into any part of the wastewater system for maintenance or monitoring.



10. Any water with a volume greater than twenty (20) **GALLONS PER MINUTE (GPM)** containing dyes, inks or other color-causing substances that change the typical color in the wastewater collection system.
11. Any substance causing a hazard to health or to the environment.
12. Petroleum oil, nonbiodegradable cutting oil or products of mineral oil origin in amounts that cause interference or pass-through.
13. Any trucked or hauled pollutants, except at discharge points designated by the POTW.
14. Unless otherwise approved by the Water Services Director, any stormwater, surface water, groundwater, roof runoff, surface drainage, or unpolluted process waters that may constitute inflow as defined herein.
15. Any combination of substances contributed by one (1) or more users which results in any of the above situations.
16. The following pesticides are expressly prohibited from discharge into the City sewer system: 4,4'-DDD; 4,4'-DDE; 4,4'-DDT; aldrin; and heptachlor.

**7-02-001-0008 STANDARDS FOR DISCHARGE**

A. A technically based determination of local industrial user discharge limits for heavy metals, organics and other pollutants, for which there exists a specific discharge limit at the POTW, be made by the City Water Services Director and EPA. Such determination shall take into account removal percentages of the POTW, and dilution factors.

B. The following specific limits shall apply to all industrial user discharges and may be modified, with prior notice to the industrial user and an opportunity to respond, to comply with applicable State and/or Federal regulations.

<b>Parameter</b>	<b>Maximum</b>	<b>(mg/L)</b>
Inorganics		
Lead	0.08	
Copper	0.20	
Zinc	3.0	
Mercury	0.017	
Cyanide (total)	0.24	
Arsenic	0.18	
Selenium	0.015	
Sulfides	5.0	
HEM [a]	200	
Volatile Organic Compounds		

Parameter	Maximum (mg/L)
Toluene	0.14
Total Trihalomethanes	0.32
Bromide	0.5
Conventional Pollutants	
BOD	700 lb/day*
TSS	130 lb/day*
pH	6.0 < pH ≤ 11.0
Ammonia	173
Total Kjeldahl nitrogen (TKN)	173
Nitrate/nitrite	10

\* Lbs/day = Pollutant concentration in mg/L x 8.34 (pounds/gallon) x flow in million gallons per period.

C. The City may set limits based on mass measurements of pollutants for a particular substance or a particular user if it is necessary for adequate regulation. Discharge limits be set in order to meet any limits set for sludge disposal.

D. Industrial users meet the requirements of the U.S. Code of Federal Regulations, 40 CFR 403 and the amendments thereof. No discharge may exceed any Federal categorical standard or cause the POTW to exceed its AZPDES or APP Permit. The City may request approval to modify a Federal categorical standard, according to 40 CFR 403.

E. Dilution may not be used to meet a standard or limit unless it is expressly authorized by the categorical standard set by the EPA or by the City.

F. Bypass Prohibition.

1. Notice of Bypass to Occur.

a. If an industrial user knows in advance of the need for a bypass, it shall submit prior notice to the Water Services Director, if possible, at least ten (10) days before the date of the bypass.

b. An industrial user shall submit oral notice of an unanticipated bypass that exceeds applicable pretreatment standards to the Water Services Director within twenty-four (24) hours from the time the industrial user becomes aware of the bypass. A written submission shall also be provided within five (5) days of the time the industrial user becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass.

2. Prohibition of Bypass. Bypass is prohibited, and the Water Services Division may take enforcement action against an industrial user for a bypass unless:

- a. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
- b. There were no feasible alternatives to the bypass;
- c. The user submitted notices as required above.

G. O&M Requirements. Industrial users required to install suitable pretreatment facilities to treat waste streams which do not meet City discharge limits shall provide necessary maintenance on such equipment to ensure their continued and efficient operation.

An industrial violation of City discharge limits, which is due to operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventative maintenance, carelessness or improper operation will not be considered unintentional by the City of Flagstaff.

All industrial users shall maintain their general facilities in such a manner as to eliminate or minimize the possibility of discharge of substances by that industry, which are in violation of applicable pretreatment standards.

#### **7-02-001-0009 INDUSTRIAL CLASSIFICATION**

A. Each industrial user shall be classified into one (1) of the following categories as designated by the Code of Federal Regulations 40 CFR 403.3(t)(1) and (2).

1. Significant - defined as any industry that:
  - a. Is subject to categorical standards as defined by 40 CFR 403.6 and 40 CFR Chapter I, Subchapter N.
  - b. Discharges an average process wastestream of twenty-five thousand (25,000) gallons per day (0.025 **MILLION GALLONS PER DAY** mgd) or more to the POTW (excluding sanitary, noncontact cooling and boiler blowdown wastewater).
  - c. Contributes a process wastestream which makes up five percent (5%) or more of the average dry weather hydraulic or organic (BOD, TSS, etc.) capacity of the POTW.
  - d. Has a reasonable potential, in the opinion of the Director, to adversely affect the POTW's operation or for violating any pretreatment standard or requirement in accordance with 40 CFR 403.8(f)(6) or this chapter.
2. The Control Authority may determine that an industrial user subject to categorical pretreatment standards under Section 403.6 and 40 CFR Chapter I, Subchapter N is a nonsignificant categorical industrial user rather than a significant industrial user on a finding that the industrial user never discharges more than one hundred (100) gallons per day (gpd) of total categorical wastewater (excluding sanitary, noncontact cooling and boiler blowdown wastewater, unless specifically included in the pretreatment standard) and the following conditions are met:
  - a. The industrial user, prior to the Control Authority's finding, has consistently complied with all applicable categorical pretreatment standards and requirements;

b. The industrial user annually submits the certification statement required in CFR Section 403.12(q) together with any additional information necessary to support the certification statement; and

c. The industrial user never discharges any untreated concentrated wastewater.

B. The City will notify all users of Federal and local requirements which may be applicable to them. Upon request, significant industrial users shall receive a copy of:

1. This chapter;
2. Applicable parts of the U.S. Code of Federal Regulations;
3. An application for an industrial pretreatment discharge permit;
4. Applicable categorical standards;
5. Any other pertinent materials;
6. Any changes in Federal or local requirements as they occur.
7. City Enforcement Response Plan.

C. The industrial user may request certification of its industrial user classification from the EPA according to 40 CFR 403.6(a). The industrial user may request variation from Federal categorical standards according to 40 CFR 403.13 and the Clean Water Act.

#### **7-02-001-0010 INDUSTRIAL SELF-MONITORING**

A. Significant industrial users, at the user's expense, must provide safe and convenient access for sampling by the City. A City-approved manhole must be provided from which a sample that is representative of the total discharge can be taken. There must be unobstructed access to the open flow in the manhole so that a grab sample can be taken and so that sampling equipment can be set up in the manhole.

B. Sampling and analysis must be performed by significant industrial users, at their own expense, at least twice each year, in two (2) separate quarters, (January – March and July – September), and results of such sampling submitted to the City before the last day of each respective quarter or as directed by the City.

C. If a test result is not within the limits of this chapter or the categorical standards from any semiannual sampling, completed by the permitted industrial user, the industrial user shall immediately notify the City within twenty-four (24) hours of becoming aware of the violation (i.e., issuance of final lab report). The industrial user, or the City if they so choose, shall repeat the sampling and analysis and submit the results of the repeat analysis within thirty (30) days after becoming aware of the violation, or more often if it is determined to be necessary by the City.

D. Grab samples must be used when sampling for pH, cyanide, total phenols, oil and grease, sulfide, and volatile organics.

E. Twenty-four (24) hour composite samples must be obtained through flow-proportional composite sampling techniques, where feasible. The City may waive flow-proportional composite sampling for any industrial user that demonstrates that flow proportional sampling is infeasible. In such cases, samples may be obtained through time-proportional composite sampling techniques or through a minimum of four (4) grab samples where the user demonstrates that this will provide a representative sample of the effluent being discharged.

F. The flow must be measured by the industrial user at the time that the sample is taken, according to 40 CFR 403.12.

G. The methods of sampling must be performed in accordance with 40 CFR 136 and any other applicable Federal, State, or local requirements. The sampling location and type must be approved by the City. An authorized representative of the industry (see Section 7-02-001-0012) shall sign and submit with these sample results a statement verifying the validity of the methods and location.

H. All records of sampling, analysis and flows must be kept by the industrial user and the City for at least three (3) years. All records must be available to the City upon request. This period of retention shall be extended during the course of any unresolved litigations regarding the industrial user ~~user~~ USER or POTW or when requested by the State Director or the EPA Regional Administrator.

#### **7-02-001-0011 REPORTING REQUIREMENTS**

A. Within one hundred eighty (180) days of the promulgation by the EPA of a categorical standard or within one hundred eighty (180) days of a final administrative decision, the industrial users that are subject to the standard must report the information provided for in 40 CFR 403.12(b). This information must also be supplied by existing sources of discharge as well as new sources that discharge after the standards have been promulgated.

B. All industrial users must immediately report to the Water Services Division any discharge, including accidental discharge, which contains a slug load, a prohibited substance, or any substance which might be harmful to the POTW, the collection system, the environment or to any person.

C. The industrial user must provide a written report (separate from the immediate report) within five (5) days of the detection of the upset. The report must include the nature and volume of the discharge, the period of noncompliance including exact dates and time or if not corrected the anticipated time the upset is expected to continue, the action being taken by the industrial user to correct the problem and preventive measures needed to avoid future spills.

D. The significant industrial user shall report to the City prior to any significant changes in production, including, but not limited to, production rate, product, raw materials utilized, rate of discharge, concentration of pollutants being discharged, etc.

E. If in the course of self-monitoring, a categorical or significant industrial user becomes aware of a violation of the limits set forth in their discharge permit, they shall notify the City within twenty-four (24) hours of becoming aware of such.

F. Repealed by Ord. 2021-10.

G. All industrial users shall notify the POTW, the EPA Regional Waste Management Division Director, and State hazardous waste authorities in writing and within one hundred eighty (180) days of any discharge into the POTW of a substance, which, if otherwise disposed of would be a hazardous waste under 40 CFR Part 261 as required in 40 CFR 403.12(p)(1) through (4).

## **7-02-001-0012 SIGNATORY REQUIREMENTS**

A. The reports required by this chapter must be signed as follows:

1. By a responsible corporate officer, if the industrial user submitting the reports is a corporation. For the purpose of this subsection, a responsible corporate officer means:
  - a. A president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or
  - b. The manager of one (1) or more manufacturing, production, or operation facilities, provided, the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for control mechanism requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
2. By a general partner or proprietor if the industrial user submitting the reports is a partnership or sole proprietorship respectively.
3. By a duly authorized representative of the individual designated in subsection (A)(1) of this section if:
  - a. The authorization is made in writing by the individual described in subsection (A)(1) of this section;
  - b. The authorization specifies either an individual or a position having responsibility for the overall operation of the facility from which the industrial discharge originates, such as the position of plant manager, operator of a well, or well field superintendent, or a position of equivalent responsibility, or having overall responsibility for environmental matters for the company; and
  - c. The written authorization is submitted to the City of Flagstaff, Water Services Division.
4. If an authorization under subsection (A)(3) of this section is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, or overall responsibility for the environmental matters for the company, a new authorization satisfying the requirements of subsection (A)(3) of this section must be submitted to the Division prior to or together with any reports to be signed by an authorized representative.

## **7-02-001-0013 CONFIDENTIALITY OF BUSINESS INFORMATION**

A. Any information, except effluent data as defined by 40 CFR 2.302, submitted to the City of Flagstaff pursuant to this chapter, may be claimed as confidential by the submitter. Any such claim must be asserted at the time of submission by stamping the words "CONFIDENTIAL BUSINESS INFORMATION" on each page containing such information. If no claim is made at the time of submission, the City may make the information available to the public without further notice. If a claim is asserted, the information will be treated in accordance with the procedures in 40 CFR Part 2 (Public Information).

B. For the purposes of this section "effluent data" shall be defined as:

1. Information necessary to determine the identity, amount, frequency, concentration, temperature, or other characteristics (to the extent related to water quality) of any pollutant which has been discharged by the source (or of any pollutant resulting from any discharge from the source), or any combination of the foregoing;
2. Information necessary to determine the identity, amount, frequency, concentration, temperature, or other characteristics (to the extent related to water quality) of the pollutants which, under an applicable standard or limitation, the source was authorized to discharge (including, to the extent necessary for such purpose, a description of the manner or rate of operation of the source); and
3. A general description of the location and/or nature of the source to the extent necessary to identify the source and to distinguish it from other sources (including, to the extent necessary for such purposes, a description of the device, installation, or operation constituting the source).

C. For the purposes of this section, the following shall be considered to be "effluent data" only to the extent necessary to allow the regulatory agency having jurisdiction to disclose publicly that a source is (or is not) in compliance with an applicable standard or limitation, or to allow such regulatory authority to demonstrate the feasibility, practicability, or attainability (or lack thereof) of an existing or proposed standard or limitation:

1. Information concerning research, or the results of research, on any product, method, device, or installation (or any component thereof) which was produced, developed, installed, and used only for research purposes; and
2. Information concerning any product, method, device, or installation (or any component thereof) designed and intended to be marketed or used commercially but not yet so marketed or used.

## **7-02-001-0014 INTERCEPTORS; TYPE, CAPACITY, LOCATION, MAINTENANCE**

A. The City of Flagstaff has adopted a Fats, Oils, and Grease (FOG) Discharge Manual for regulatory compliance. A copy of this plan will be posted on the Division website and is maintained by the City Clerk as a public record. The manual describes: (1) owner pretreatment requirements; (2) installation, operation, and maintenance standards; (3) participating pumper program; (4) plan review process; (5) waiver process.

B. A City-approved grease interceptor is required for a food service establishment (FSE). An FSE is defined as an operation that stores, prepares, serves, vends, or otherwise provides food for human consumption at the retail level. Grease interceptor sizing is to be in accordance with the City's FOG Discharge Manual.

C. A City-approved sand/oil interceptor is required for any business that performs automotive repairs or service facilities that wash vehicles, or business where oily and flammable liquid wastes are produced. A two (2) week notice is required for an inspection if contents will be taken to a City-owned facility.

D. A City-approved lint interceptor is required for any business with more than one (1) residential size washing machine or any amount of industrial size washing machines. An industrial size washing machine is one that has a tub three and one-half (3.5) cubic feet or larger and/or an American Household Appliance Manufacturers Association ("AHAMA") capacity of twenty-five (25) pounds or more. Residential machines will be any washing machine with less capacity than industrial machines.

E. If a blockage is found in the collection system and it can be determined by the City to be caused by a particular user's discharge, then the City can require the user to install a City-approved interceptor, at the user's expense, to catch the substance causing the blockage. If any interceptor is determined by the City to be inadequate in size or design, the City may require the user to install or upgrade such interceptor at the user's expense.

F. All interceptors shall be of a type and capacity approved by the Director and shall be located to be readily and easily accessible for cleaning and inspection.

G. Sand/oil interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature. They shall be of substantial construction, watertight, and equipped with easily removable and accessible covers. When bolted covers are required, they shall be gastight and watertight.

H. All interceptors shall be maintained by the owner and/or user at his or her own expense. The interceptor must always be kept in continuously efficient operation and a record of maintenance performed on such interceptor shall be kept by the user on a form (or other means) provided by the City.

I. The City shall periodically inspect such interceptors and/or records to ensure they are being kept in efficient operation. A cleaning schedule will be set by the City.

## **7-02-001-0015 CONTROL MANHOLES**

When required by the Water Services Director, the owner of any property served by a building sewer carrying potentially harmful or industrial wastes shall install a suitable control manhole in the building sewer to facilitate observation, measurement and sampling of the wastes. Such manhole, when required, shall be accessible and safely located and shall be constructed in accordance with plans approved by the Director. The manhole shall be installed by the owner at **THEIR** his expense and shall be maintained by **THEM** him-so as to be safe and accessible at all times. Users whose effluent must be treated before it enters the wastewater collection system or whose effluent may potentially contain any prohibited substance may be required to install a control manhole for sampling purposes. The manhole must be located so that a representative



sample can be taken and there must be unobstructed access to the open flow in the manhole so that a grab sample can be taken and so that sampling equipment can be set up in the manhole.

#### **7-02-001-0016 INSPECTIONS AND MONITORING**

A. Any authorized employee of the Water Services Division shall, upon presentation of their credentials, have access to any commercial or industrial premises connected to or disposing of any type waste to the City wastewater system for the purpose of surveillance and/or an inspection of the premises to determine the nature and quantity of wastes discharged to the City wastewater system, or for examining or copying records, required by 40 CFR 403.12(m). The commercial/industrial user must make available to the City any and all records which would enable them to make an accurate determination of the constituents and flow of the user's waste stream.

B. Authorized employee of the Division, whose duty it may be to enter upon commercial or industrial premises to make inspections and collect samples or measure the quantity of wastes discharged to the City sewer, shall be provided with credentials to identify them as authorized representatives for the Division.

C. No person, except an authorized employee of the Division, shall have or exhibit any credentials of that Division. It shall be the responsibility of each employee or authorized representative of the Division, upon resignation or dismissal, to deliver and surrender at the office of the Water Services Director all credentials of the Division in his/her possession.

D. Questionnaires will be provided to all new businesses entering the City of Flagstaff to gather information pertaining to waste that may be generated by such. If any waste other than domestic is discharged from such an establishment, the City may perform an inspection of such premises at least annually or more often as necessary to determine its status of compliance with this chapter.

E. The City of Flagstaff or its designated representative shall have the authority to randomly sample industrial user waste streams and analyze for any pollutants that would be anticipated to be present for that particular user utilizing EPA approved methods. The City will review and analyze self-monitoring reports submitted by industrial users and make notification to such user of any compliance action to be taken as a result of such.

F. The information from the City's inspection and monitoring activity will be available to the administrative authority of the State and/or EPA. This information will also be made available to the general public upon request with the exception of that information protected by Section 7-02-001-0013. The City will maintain these records for a minimum of three (3) years.

G. Repealed by Ord. 2021-10.

#### **7-02-001-0017 PROVISION OF FALSE INFORMATION**

A. Reports, documents, questionnaires or any other information provided to the City as required by this chapter by a commercial or industrial user shall be subject to:

1. The provisions of 18 U.S.C. § 1001 relating to fraud and false statements.

2. The provisions of Sections 309(c)(4) of the Act, as amended, governing false statements, representation or certification.
3. The provisions of Section 309(c)(6) of the Act regarding responsible corporate officers.

B. Failure or refusal by the industrial user to provide information requested by the City as provided for in this chapter will result in enforcement action being taken against such user.

#### **7-02-001-0018 PUBLIC NOTIFICATION, DEFINITION OF SIGNIFICANT VIOLATION**

A. The City shall give notice of any decisions being made about the pretreatment program which may interest the public, special interest groups, or government agencies. Information about the operation or requirements of the program will be given to any party which requests it. The Water Commission may be used for public information and input if there is an interest expressed in this.

B. The City will publish in the largest local newspaper, at least once each year, a list of industrial users who have not been in compliance with any substantial portion of this chapter at any time during the previous year. For the purpose of this section, an industrial user is in significant noncompliance if its violation meets one or more of the following criteria:

1. Chronic violation of wastewater discharge limits, defined here as those in which sixty-six percent (66%) or more of all of the measurements taken during a six (6) month period exceed (by any magnitude) the daily maximum limit or the average limit for the same pollutant parameter;
2. Technical review criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of all of the measurements for each pollutant parameter taken during a six (6) month period equal or exceed the product of the daily maximum limit or the average limit multiplied by the applicable TRC (TRC = 1.4 for BOD, TSS, fats, oil and grease, and 1.2 for all other pollutants except pH);
3. Any other violation of a pretreatment effluent limit (daily maximum or longer-term average) that the Control Authority determines has caused, alone or in combination with other discharges, interference or pass through (including endangering the health of POTW personnel or the general public);
4. Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the POTW's exercise of its emergency authority to halt or prevent such a discharge;
5. Failure to meet within ninety (90) days after the schedule date, a compliance schedule milestone contained in a local control mechanism or enforcement order for starting construction, completing construction, or attaining final compliance;
6. Failure to provide, within thirty (30) days after the due date, required reports such as baseline monitoring reports, ninety (90) day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules;
7. Failure to accurately report noncompliance;

8. Any other violation or group of violations which the Water Services Director determines will adversely affect the efficient operation of the City water reclamation plants or implementation of this chapter.

#### **7-02-001-0019 ENFORCEMENT**

This chapter will be enforced pursuant to the general enforcement provisions found in Chapter 7-01, and any additional specific enforcement procedures set forth herein.

#### **7-02-001-0020 UPSET AN AFFIRMATIVE DEFENSE**

An upset shall constitute an affirmative defense to an action brought for noncompliance with categorical pretreatment standards if the industrial user can demonstrate through properly signed contemporaneous operating logs, or other relevant evidence, that:

- A. An upset occurred and the industrial user can identify the specific cause(s) of the upset;
- B. The facility was at the time being operated in a prudent and ~~workman-like~~ QUALITY manner and in compliance with applicable operation and maintenance procedures;
- C. The industrial user has submitted the reports required in Section 7-02-001-0011 in a timely manner.

#### **7-02-001-0021 SUSPENSION OF WATER AND/OR SEWER SERVICE**

- A. For hazardous discharges: The violation of any section of this chapter shall be sufficient cause for the City to discontinue, after informal notice (phone call), water or sewer service to any premises that appears to present an imminent endangerment to the health and welfare of persons or the POTW.
- B. For instances of noncompliance other than hazardous discharges: The City will provide written notice to the industrial user, by certified, return receipt requested mail, at least twenty-four (24) hours in advance and provide the industry with an opportunity to respond before proceeding with discontinuance of water or sewer service.
- C. Such service shall not be restored until the violations have been discontinued or eliminated and the City may undertake any legal proceedings as may be necessary to halt, enjoin or punish the illegal discharge, and/or to recover any expenses the City may incur as a result of handling or eliminating any illegal discharge.

#### **7-02-001-0022 DISREGARD OF SAMPLES**

In any circumstance in which clear and convincing evidence demonstrates, to the satisfaction of the Director, that one (1) or more effluent samples or analyses thereof taken or performed by or for an industrial user, as required by Section 7-02-001-0010 and/or such user's wastewater discharge permit or compliance schedule, is not accurate or representative of such user's discharge, then the director or his designee may, but shall not be required to, disregard such sample(s) or analysi(e)s for purposes of determining any surcharge or penalty imposed by this chapter; provided, that such action by the Director (or designee) does not contravene any State or Federal law, rule or regulation. The foregoing authorization of the Director to disregard samples or analyses shall (A) create no independent right in any industrial user, and (B) be

exercised, if at all, in the sole discretion of the Director. Any determination made by the Director hereunder shall be final.

#### **7-02-001-0023 CREDIT FOR PRETREATMENT EXPENDITURES**

The Director as part of a consent order or similar negotiated settlement may, but shall not be required to, allow a credit against, or grant a rebate of, any surcharge or penalty imposed for violation of any pretreatment standards, for up to sixty percent (60%) of such substantiated expenditures made within one (1) year of such violation for improvement of the industrial user's pretreatment facilities as the Director, in his sole discretion, shall determine as appropriate and likely to correct or ameliorate the violation giving rise to such surcharge or penalty. The foregoing authorization of the Director to credit pretreatment expenditures or grant rebates therefor shall not apply to any surcharge or penalty resulting from a violation of pretreatment standards that causes:

- A. A pass-through or interference at the POTW;
- B. A violation of any requirement of the POTW's NPDES permit; or
- C. An endangerment of the health or safety of POTW personnel or the general public.

#### **7-02-001-0024 PUBLIC RECLAIMED WASTEWATER PIPELINE AND SEWER EXTENSIONS; APPROVAL BY CITY ENGINEER**

No public reclaimed wastewater pipeline or public sewer extension shall be made until the plans and specifications are approved by the City Engineer. Public reclaimed wastewater pipeline and public sewer extensions shall be constructed in accordance with standards and specifications as set forth in the City of Flagstaff General Construction Standards and Specifications. Such document is on file in the office of the City Engineer.

#### **7-02-001-0025 CONSTRUCTION AND OWNERSHIP OF PUBLIC RECLAIMED WASTEWATER PIPELINES, PUBLIC SEWER LINES AND OTHER EQUIPMENT MAINTAINED BY DIVISION**

- A. In new subdivisions and developments where public sewers are authorized by the City, such public sewers shall be constructed at the developer's expense. Detailed plans and specifications for public sewer extensions must be approved by the City Engineer prior to construction. The engineering cost for the preparation of plans and specifications, the staking of the location of the new public sewers, the cost of inspecting the construction, the preparation of as-built plans and the cost of easements shall be assumed by the developer. The City will perform the inspection during construction at the developer's expense.
- B. The ownership of all public sewer lines, pumping stations, treatment facilities, and equipment and other appurtenances to the sewer system maintained, or accepted for maintenance by the Division shall be vested in the City, and in no case shall the owner of any premises have the right to claim any part except where otherwise provided in this code.
- C. Where extensions of public reclaimed wastewater pipelines are authorized by the City, such pipelines shall be constructed at the reuser's expense. Detailed plans and specifications for public reclaimed wastewater pipeline extensions shall be approved by the City Engineer prior to construction. The engineering cost for the preparation of the plans and specifications, the

staking of the location of the new reclaimed wastewater pipeline, the cost of inspecting the construction, the preparation of as-built plans and the cost of easements shall be assumed by the reuser. The City will perform the inspection during construction at the reuser's expense.

D. The ownership of all public reclaimed wastewater pipelines, pumping stations, treatment facilities, equipment and other appurtenances to the reclaimed wastewater system maintained, or accepted for maintenance by the City shall be vested in the City, and in no case shall the owner of any premises have the right to claim any part except where otherwise provided in this code.

## **7-02-001-0026 PUBLIC RECLAIMED WATER PIPELINE EXTENSION AND CONVERSION POLICY FOR REUSERS**

A. Definitions. For the purpose of this section, the following words and phrases shall have the meanings respectively ascribed to them herein, unless the text clearly indicates otherwise:

**CONVERSION AGREEMENT FOR RECLAIMED WATER:** A written agreement between the City and the reclaimed water reuser for reimbursement of the City's costs incurred in converting the reuser's potable water system to a reclaimed water system, by the extension of, and connection to, a public reclaimed water pipeline, approved by the City Council and executed in the name of the City by the Mayor.

**POINT OF DELIVERY:** A location designated by the City for acceptance and measuring of the reclaimed water by the reuser. The point of delivery shall include a vault, pit, meter, valves, and other appurtenances necessary to meter reclaimed water to the reuser.

**RECLAIMED WATER AGREEMENT:** A written agreement between the reclaimed water reuser and the Division for connection to an existing public reclaimed water pipeline, approved and executed in the name of the Water Services Director.

**REIMBURSEMENT AGREEMENT FOR RECLAIMED WATER:** A written agreement between the reclaimed water reuser and the City for reimbursement of the reuser's costs incurred in providing for the extension of, and connection to, a public reclaimed water pipeline, approved by the City Council and executed in the name of the City by the Mayor.

**REUSER:** Any person or persons requesting or required to connect to the reclaimed water system of the City for any residential or nonresidential use, use where potable water quality is not required by City, State, or Federal regulations.

B. Plans and Specifications for Public Reclaimed Water Pipeline Extensions. A reuser who wishes to extend or install reclaimed water facilities must employ an engineer, registered in Arizona, to perform the field engineering and prepare detailed plans and specifications for the extension in accordance with good engineering practice, and adopted general construction standards and specifications of the City and regulations of the Arizona Department of Environmental Quality for the reuse of water. The final detailed plans and specifications for the reclaimed water pipeline extension shall be approved by the City Engineer before construction begins.

C. Costs of Extensions and Conversions. The reuser causing an extension of a public reclaimed water pipeline, conversion of an existing irrigation system to reclaimed water, and the construction of the point of delivery shall pay in full for the rights-of-way and easements, the

purchase, construction and installation of the reclaimed water pipeline, and all other costs of the extension and/or conversion. However, the City reserves the right to increase the diameter of the extension through cash or a reimbursement agreement.

D. Recovery of Costs of Extensions and Conversions. Subject to City approval, reusers may recover costs incurred from converting an existing irrigation system to use reclaimed wastewater or from extending public reclaimed water pipelines in accordance with subsection (C) of this section. Recovery of costs shall be in the form of a rebate amounting to ten percent (10%) per year of said costs for a period of ten (10) years. Rebates shall be paid to the reuser at the end of each full calendar year of reclaimed water usage. The total amount of the allowable costs to be recovered shall be agreed to prior to the reuser obtaining reclaimed water and shall be in the form of a written agreement between the City and the reuser. No interest shall be paid to the reuser on the costs being recovered.

E. Replacement and/or Repair. All persons or other entities who create, cause to be built, or build any such extensions of services as contemplated herein or convert existing irrigation systems to use reclaimed water, shall also pay for any and all such replacements as becomes necessary as a direct or indirect result of the creation, building or construction of such extensions and/or conversions. For example, repairs or replacements of sidewalks, paving or other utilities damaged or disturbed during the building of reclaimed water pipeline extensions and/or conversions. Costs of said replacements and/or repairs may be included in the costs incurred from subsection (D) of this section.

F. Reimbursement Agreement Between City and Reuser. Before the reuser incurs any costs in the extension of any public reclaimed water pipeline to provide service for any individual or property, the reuser desiring such service shall execute a reimbursement agreement for reclaimed water with the City which shall include the following:

1. A warranty of workmanship **QUALITY OF WORK** and materials for public reclaimed water pipelines and facilities installed which shall run to the benefit of the City for a period of at least one (1) year from the date of acceptance by the City.
2. A diagram of all property which will be served by the reclaimed water pipeline to be installed and an irrigation plan for the property.
3. A statement that the City acquires ownership of public reclaimed water pipelines, appurtenances, and easements upon completion and acceptance by the City.
4. The regulations for reuse of reclaimed water, quantity, quality, and cost of the reclaimed water.
5. The terms for cost recovery by the reuser of reclaimed water pipeline extension and/or conversion costs if applicable.

G. Conversion Agreement between City and Reuser. Before the City incurs any costs in the extension of any public reclaimed water pipeline needed to convert a reuser's private, potable water system to a reclaimed water system, the City and the reuser shall execute a conversion agreement for reclaimed water. Conversion agreements are subject to City approval and limited to projects that provide a "net present value" cost recovery to the City within ten (10) years. Net present value shall be determined by the estimated cost of the project and the current prime interest rate. Recovery of costs shall be in the form of billing for consumption of reclaimed water

at seventy-five percent (75%) of the reuser's present potable water rate. Recovery of costs estimates shall be based on consumption history as determined by the City, or on an engineered estimate in the case of new sites. The availability of conversion agreements shall always be subject to budgetary constraint. Conversion agreements shall include, but not necessarily be limited to, the following:

1. Place of use;
2. Quality standards;
3. Point of delivery;
4. Commodity rate;
5. Costs to City;
6. Costs to user;
7. Compliance with regulations;
8. Commencement of service;
9. Termination of service;
10. Resale of reclaimed water;
11. Inspection.

H. Penalty. Any person who excavates or causes an extension to be made for the purpose of laying any reclaimed water pipeline in public streets, alleyways or upon the property of the City without first complying with the provisions hereof, shall be subject to a fine of not less than two hundred dollars (\$200.00) nor more than three hundred dollars (\$300.00). A separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

I. The Director shall approve, execute and enforce reclaimed water agreements, for the purpose of expanding the reclaimed water program to all residential and nonresidential reusers located adjacent to existing public reclaimed water pipelines.

J. Reclaimed Water Agreement between the Division and the Reuser. Before connecting to an existing public reclaimed water pipeline, the reuser requesting such connection shall execute a reclaimed water agreement with the Division which shall include, but not necessarily be limited to, the following:

1. Place of use;
2. Quality standards;
3. Point of delivery;
4. Commodity rate;

5. Costs to user;
6. Compliance with regulations;
7. Commencement of service;
8. Termination of service;
9. Resale of reclaimed water;
10. Inspection.

## **7-02-001-0027 MAIN SEWER EXTENSION POLICY FOR AREAS BEYOND PRESENT CITY TRUNK LINES**

A. Definitions. For the purpose of this section, the following words and phrases shall have the meanings respectively ascribed to them herein, unless the text clearly indicates otherwise:

**CITY:** The word "City" shall mean the City of Flagstaff in the County of Coconino and the State of Arizona, except as otherwise indicated.

**DEVELOPER-OWNER:** Any person or persons requesting or required to connect to the sewer system of the City in developing one (1) or more parcels of land. The term includes subdividers, industrial developers, private property owners, companies and legally constituted improvement districts who improve or serve with sewers, platted or unplatted property.

**SEWER LINES** includes:

1. **LATERAL SEWER:** A sewer which discharges into a branch or other sewer and has not other common sewer tributary to it.
2. **BRANCH SEWER:** An arbitrary term for a sewer which receives sewage from lateral sewers from a relatively small area.
3. **MAIN SEWER:** A sewer which receives sewage from one (1) or more branch sewers as tributaries.
4. **TRUNK SEWER:** A sewer which receives sewage from many tributary main sewers, and serves as an outlet for a large territory.

B. **Plans and Size of Sewer Line Extensions.** A developer-owner who wishes to extend or install sewer facilities must employ an engineer, registered in Arizona, to perform the field engineering and prepare detailed plans and specifications for the sewer extension in accordance with good engineering practice, and adopted standards set forth in the Uniform Building Code (current adopted edition), Uniform Fire Code (current adopted edition), general construction standards and specifications of the City, current subdivision regulations, general land use plan currently adopted, and any applicable State health regulations and any applicable City Code requirements or standards. The final detailed plans and specifications for the sewer extensions must be approved by the City Engineer before construction begins.



C. Costs of Extension. The developer-owner causing an extension of sewer line shall pay in full for the rights-of-way and easements, the purchase, construction and installation of the sewer lines, and all other costs of extension. However, the City reserves the right to increase the diameter of the extension, if it is deemed advisable, and the City may participate in the oversizing costs, through cash or a reimbursement agreement.

D. Replacement of Repair. All persons or other entities who create, cause to be built, or build any such extensions of any such services as contemplated herein shall also pay for any and all such replacements as becomes necessary as a direct or indirect result of the creation, building or construction of such extensions. For example, repairs or replacement of sidewalks, paving or other utilities damaged or disturbed during the building of sewer line extensions.

E. Agreement between City and Developer-Owner. Before the extension of any sewer line shall be made to serve a subdivision, platted or unplatted property, to provide service for any individual or unplatted property, the developer-owner desiring such service shall execute an agreement with the City which shall include the following:

1. A warranty of ~~workmanship~~ **QUALITY OF WORK** and materials for sewer lines and facilities installed which shall run to the benefit of the City for a period of at least one (1) year from the date of acceptance by the City.
2. A diagram of all property which may be served by any sewer line to be installed.
3. A statement that the City acquires ownership of sewer line appurtenances and easements upon completion and acceptance of the work by the City.
4. A statement of the developer-owner's proportionate share of the cost for previously installed sewer lines if any reimbursement agreements are in existence concerning the sewer line.

#### **7-02-001-0028 PRIVATE SEWERAGE SYSTEMS; CONSTRUCTION AND MAINTENANCE WITHIN THE CITY PROHIBITED GENERALLY**

Except as provided in this chapter, it shall be unlawful to construct or maintain within the City any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of sewage.

#### **7-02-001-0029 PRIVATE SEWERAGE SYSTEMS; WHEN PERMITTED, TO BE CONSTRUCTED AND MAINTAINED IN SANITARY MANNER**

Where in a public sanitary sewer is not available within the City, or in any area under the jurisdiction of the City, the building sewer shall be connected to a private sewage disposal system, complying with the provisions and recommendations of the Arizona Department of Health Services and the Sanitary Code of the County Health Department. Such private sewage disposal system shall be constructed, maintained, and operated at all times in a sanitary manner.

#### **7-02-001-0030 PRIVATE SEWERAGE SYSTEMS; DISCONTINUANCE**

At such time as a public sewer becomes available to property served by a private sewage disposal system, a direct connection shall be made to the public sewer in accordance with the

provisions of this chapter and any septic tank, cesspool or similar private sewage disposal facilities shall be abandoned and filled with suitable material within ninety (90) days of the aforesaid connection.

#### **7-02-001-0031 PRIVATE SEWERAGE SYSTEMS; AUTHORITY OF DIRECTOR OF HEALTH DEPARTMENT**

No statement contained in the preceding two (2) sections shall be construed to interfere with any additional requirements that may be imposed by the Health Departments of the State and County.

#### **7-02-001-0032 PERMIT REQUIRED**

No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the City Community Development Division.

#### **7-02-001-0033 APPLICATION FOR BUILDING CONNECTION**

Each person desiring a building connection shall make application to the Community Development Division. All applications for building connections to be constructed by Water Services Division shall be accompanied by the current fee for such work.

#### **7-02-001-0034 DIRECTOR TO APPROVE DESIGN NUMBER, LOCATION, SIZE AND CONSTRUCTION OF BUILDING CONNECTIONS**

The design, number, location, manner of connection and size of all building connections shall be subject to the approval of the Water Services Director. The Division will install all building connections less than eight (8) inches in diameter, except as provided elsewhere in this chapter. All building connections eight (8) inches in diameter or larger shall be installed by a private contractor at the property owner's expense. Building connections shall be installed on lateral branch and main sewers only, unless specifically authorized and approved by the Director. All building connections shall be constructed in accordance with standards and specifications on file in the Engineering Section.

#### **7-02-001-0035 SPECIAL PROVISIONS FOR INSTALLING BUILDING CONNECTIONS IN NEW SUBDIVISIONS AND DEVELOPMENTS**

In new subdivisions or developments where public sewer extensions are authorized by the City and constructed at the developer's expense, the City may authorize the developer or his agent, if he so desires, to install building connections with "wyes" and connect the building sewers to the building connection under the following provisions:

A. The construction of the public sewer, building connections, and connections of the building sewers to the building connection shall be under the supervision of a registered engineer holding registration in the State, who shall submit "as-built transparency plans," bearing the registered engineer's registration seal and number, to the Engineering Section. It shall be the duty of the developer to require that all building connections, serving lots in the development upon which no buildings are constructed, be effectively sealed until such time as buildings will be constructed on the lots left vacant. Such sealed connections shall be inspected and approved by the City Engineer before being backfilled and shall be designated for location on

the "as-built plans." The effective seal shall consist of a vitrified clay stopper inserted in the bell of the sewer extending to the property line from the public sewer; such stopper shall be jointed according to the standard details on file in the Engineering Section.

B. Before any building sewer construction is commenced, plumbing permits must be obtained by the developer or his agent from the Building Official.

C. When the "as-built plans" are prepared by the Engineering Section, a record of the building connections will be made.

### **7-02-001-0036 RECORDS TO BE KEPT BY COMMUNITY DEVELOPMENT**

The Community Development Division shall keep a record of all building connections made, the purpose for which they are to be used.

### **7-02-001-0037 SEWER TAP FEE**

Each person, firm or corporation requesting a sewer tap to be installed by the City shall pay the fee as hereby established:

Four (4) inch sewer tap: ~~\$275.00~~ \$400.00.

Six (6) inch sewer tap: ~~\$275.00~~ \$400.00.

Procedures for owner/contractor:

Owner/contractor shall pay ~~buy-in~~ CAPACITY FEES charges if applicable.

Owner/contractor shall obtain a permit from the Engineering ~~Section~~ DIVISION and pay a permit fee before starting excavation.

When notified by ARIZONA 811 ~~the Flagstaff Blue Stake Center~~, Division personnel will locate the sewer main for owner/contractor.

Owner/contractor excavates site and shores trench if necessary, shoring shall be determined by Division personnel.

Owner/contractor provides barricades, lights and traffic control as determined by the Engineering Inspector.

Wastewater collection personnel installs the saddle and makes the tap in the sewer main.

Owner/contractor installs building connection to the saddle and completes the connection.

Engineering Inspector inspects the owner/contractor's work and approves if work is completed satisfactorily.

Owner/contractor compacts and backfills trench, replaces pavement if necessary.

Final inspection is done by the Engineering Inspector.

Approval (permit sign-off) is made by the Engineering Inspector.

Owner/contractor shall not tap the main sewer at any time.

### 7-02-001-0038 SEWER USER CHARGES

In order to provide for the protection of the public health, safety and welfare of the citizens of Flagstaff, a system of charges for sewerage use services is hereby established.

### 7-02-001-0039 THE COLLECTION OF USERS CHARGES SHALL BE UNDER THE DIRECTION OF THE CITY'S FINANCE MANAGEMENT SERVICES DIRECTOR

The Finance MANAGEMENT SERVICES Director is authorized to collect all user charges, industrial cost recovery charges and all other charges prescribed by this chapter.

### 7-02-001-0040 RATE ESTABLISHMENT AND REVIEW PROCEDURE

A. Rates established by ordinance of the City Council shall be based upon the City's determination of the cost of rendering sewerage services. The rates shall be established to provide for adequate funding for operation and maintenance of sewage works as required by the Environmental Protection Agency. The Council may also consider the funding of debt service, capital replacement, capital improvements and other costs through user charges.

B. In addition to other pertinent factors deemed relevant by the City Council, the rate schedules adopted by the City Council may include the following cost factors:

1. Appropriate indirect costs of the Division and other City divisions in rendering sewer related services such as purchasing, accounting, billing, administration, equipment maintenance, and other indirect costs.
2. Annual debt service charge for the retirement of sanitary sewer bonds.

C. Rate schedules shall distribute cost based upon the volume of wastewater discharged as well as BOD and SS of the wastewater discharged.

D. ~~The method to be used for determining user charges expressed in a formula is:~~

$$\text{Rate} = \frac{\text{Total Cost* of Flow}}{\text{Total Flow}} + \frac{\text{Total Cost* of BOD or COD}}{\text{Total BOD or COD}} + \frac{\text{Total Cost * of SS}}{\text{Total SS}}$$

User Charge = Rate X User's Units of Contribution

~~\*Cost = Operation and Maintenance plus Replacement Cost~~

~~The basis for the units of contribution shall consider volume (as determined by water meters or estimates).~~

E. Financial Management System. The user charge system shall include an adequate financial management system that will accurately account for O&M revenues and expenditures

associated with the treatment works. The accounting system must segregate O&M revenue and expenditure from other wastewater revenue and expenditures to assure adequate revenue to properly operate and maintain the treatment works. All revenues collected for operation and maintenance (including replacement) shall be deposited in a separate fund. This fund shall have two (2) accounts, one (1) for O&M and one (1) for replacement.

F. Notification. All users of the system shall be notified at least annually in conjunction with a regular billing for sewage service as to:

1. The rate schedule in effect.
2. The part of user charges attributable to wastewater treatment services.

G. Inconsistent Agreements. The user charge system shall take precedence over any terms or conditions of agreements or contracts between the City and users (including industrial users, special districts, other municipalities, or Federal agencies or installations) which are inconsistent with the requirements of Section 204(b)(1)(A) of the Clean Water Act and these regulations.

H. Toxic Pollutants and Pollutants in Excess of Specified Limits. The user charge system shall provide that each user which discharges any toxic pollutants or others which cause an increase in the cost of managing the effluent or the sludge of the City's treatment works shall pay for such increased costs by the following formula:

Total Cost\* of Any Pollutant

Surcharge = Total of Any Pollutant

\*Cost = Operation and Maintenance Plus Replacement Costs

I. Wastewater Treatment By-Products. All revenue from the sale of treatment related by-products shall be used to offset the cost of operation and maintenance. User charges shall be proportionally reduced for all users. Total annual revenues received from the sale of a by-product shall be credited to the treatment works O&M cost no later than the fiscal year immediately following their receipt.

## **7-02-001-0041 SEWER USE CHARGES, CAPACITY CHARGES**

The sewer user charges to be charged by the Finance ~~Finance~~ **CUSTOMER SERVICE** Section to all users and to all others that have reasonable access to sewer mains is presented in the following schedule:

The City Council may adjust these rate schedules as they deem necessary.

A. Sewer User Charges.

### **MONTHLY RATE PER 1,000 GALLONS OF WATER CONSUMPTION**

The following monthly service rates shall be charged for customers receiving City of Flagstaff sewer service inside the limits of the City of Flagstaff. ~~Sewer charges are based on water consumption. Flat rate charge (dollars/1,000 gallons) for residential based on winter quarter average water use. Other customer classes based on actual water use (dollars/1,000 gallons).~~

The monthly base service charge applies whether the water meter is active or inactive. The monthly service charge is based on the fixed cost of operation and maintaining the sewer system so that the system is available to collect wastewater from the parcel when service is activated. Parcels with shutoff water meters will continue to pay base monthly service fee since sewer service is available and may be activated and used by the property owner at any time. The sewer base service charge will be based on the water meter size. In the absence of a City water meter, the Customer Service Director will determine the appropriate sewer base service charge.

Sewer volume charges are based on water consumption as determined in Section 7-02-001-0045 and will be billed monthly per 1,000 gallons of water consumption.

Sewer only service customers will be charged a monthly **BASE** service fee and sewer usage **VOLUME** charge based on estimated water consumption as approved by the **Water Services CUSTOMER SERVICE** Director. If the **CUSTOMER SERVICE** Director determines that adequate water meter information is not available for billing a residential customer as described above, then the customer will be charged the average monthly billing for that user class.

Customer Classes	Monthly Rate				
	7/1/16	1/1/17	1/1/18	1/1/19	1/1/20
Residential:					
Single-family	\$4.07	\$4.36	\$4.67	\$5.00	\$5.35
Multiple and mobile home (per unit)	\$4.07	\$4.36	\$4.67	\$5.00	\$5.35
Nonresidential:					
Car washes	\$4.09	\$4.38	\$4.69	\$5.02	\$5.38
Laundromats	\$4.20	\$4.50	\$4.82	\$5.16	\$5.53
Commercial	\$4.31	\$4.62	\$4.95	\$5.30	\$5.68
Hotels, motels	\$5.76	\$6.17	\$6.61	\$7.08	\$7.58
Restaurants	\$6.92	\$7.41	\$7.93	\$8.49	\$9.09
Industrial laundries	\$6.36	\$6.81	\$7.29	\$7.81	\$8.36
Manufacturing plants	\$4.63	\$4.96	\$5.31	\$5.69	\$6.09
Pet food manufacturers	\$10.15	\$10.87	\$11.64	\$12.46	\$13.34
Soft drink bottlers	\$8.04	\$8.61	\$9.22	\$9.87	\$10.57
Ice cream cone manufacturers	\$12.56	\$13.44	\$14.39	\$15.40	\$16.48
Northern Arizona University	\$3.73	\$4.00	\$4.28	\$4.58	\$4.91

**MONTHLY BASE SERVICE CHARGE**

<b><u>Meter Size</u></b>	<b><u>09/01/2024</u></b>	<b><u>01/01/2026</u></b>	<b><u>01/01/2027</u></b>	<b><u>01/01/2028</u></b>	<b><u>01/01/2029</u></b>
<b><u>3/4"</u></b>	<b><u>\$10.03</u></b>	<b><u>\$12.04</u></b>	<b><u>\$13.24</u></b>	<b><u>\$13.90</u></b>	<b><u>\$14.60</u></b>

<u>1"</u>	<u>\$16.75</u>	<u>\$20.10</u>	<u>\$22.11</u>	<u>\$23.22</u>	<u>\$24.38</u>
<u>1 1/2"</u>	<u>\$33.40</u>	<u>\$40.08</u>	<u>\$44.09</u>	<u>\$46.29</u>	<u>\$48.60</u>
<u>2"</u>	<u>\$53.46</u>	<u>\$64.15</u>	<u>\$70.57</u>	<u>\$74.10</u>	<u>\$77.81</u>
<u>3"</u>	<u>\$117.05</u>	<u>\$140.46</u>	<u>\$154.51</u>	<u>\$162.24</u>	<u>\$170.35</u>
<u>4"</u>	<u>\$167.20</u>	<u>\$200.64</u>	<u>\$220.70</u>	<u>\$231.74</u>	<u>\$243.33</u>
<u>6"</u>	<u>\$334.30</u>	<u>\$401.16</u>	<u>\$441.28</u>	<u>\$463.34</u>	<u>\$486.51</u>
<u>8"</u>	<u>\$534.90</u>	<u>\$641.88</u>	<u>\$706.07</u>	<u>\$741.37</u>	<u>\$778.44</u>

**VOLUME CHARGE - \$ PER 1,000 GALLONS**

	<u>09/01/2024</u>	<u>01/01/2026</u>	<u>01/01/2027</u>	<u>01/01/2028</u>	<u>01/01/2029</u>
<b><u>RESIDENTIAL:</u></b>					
<u>Single Family and Multi-Family</u>	<u>\$5.28</u>	<u>\$6.34</u>	<u>\$6.97</u>	<u>\$7.32</u>	<u>\$7.69</u> <del>8</del>
<b><u>NON-RESIDENTIAL (*):</u></b>					
<u>NON-RESIDENTIAL A</u>	<u>\$4.36</u>	<u>\$5.23</u>	<u>\$5.75</u> <del>6</del>	<u>\$6.04</u>	<u>\$6.34</u> <del>5</del>
<u>Includes: Car Washes, Commercial, Hotels/Motels, Institutional, Laundromats, Manufacturing, Schools</u>					
<u>NON-RESIDENTIAL B</u>	<u>\$6.79</u>	<u>\$8.15</u>	<u>\$8.97</u> <del>6</del>	<u>\$9.42</u> <del>4</del>	<u>\$9.89</u> <del>8</del>
<u>Includes: Industrial Laundries, Pet Food Manufacturers, Restaurants</u>					
<u>NON-RESIDENTIAL C</u>	<u>\$28.23</u>	<u>\$33.88</u>	<u>\$37.27</u> <del>6</del>	<u>\$39.13</u>	<u>\$41.09</u> <del>8</del>
<u>Includes: Ice Cream Cone Manufacturers</u>					
<u>(*) New customer types not listed above will apply to the Water Services Director to establish their rate.</u>					

<b>Customer Classes</b>	<b>Monthly Rate</b>				
	<b>7/1/16</b>	<b>1/1/17</b>	<b>1/1/18</b>	<b>1/1/19</b>	<b>1/1/20</b>
Waste haulers (charge per 1,000 gallons)	\$80.00				
<u>SCAVENGER WASTES –</u> Restaurant grease (charge per 100 gallons)	\$11.00				
<u>SCAVENGER WASTES –</u> <u>SEPTAGE</u> Other treatment plant sludge (charge per 100 gallons)	\$8.00	\$11.00			

Customer Classes	Monthly Rate				
	7/1/16	1/1/17	1/1/18	1/1/19	1/1/20
<u>SCAVENGER WASTES</u> – Mud sump waste (charge per 100 gallons)	\$25.00	<u>\$31.00</u>			
Waste material <u>SCAVENGER WASTES</u> delivered to the treatment plant at times other than <u>SPECIFIED IN THE SCAVENGER WASTE PERMIT.</u> 8:00 a.m. to 4:00 p.m. Weekends or holidays shall be assessed an after hours fee of:	\$35.00	<u>\$146.00</u>			
Sewer surcharges:					
Biochemical oxygen demand - per pound concentrations over 300 milligrams per liter	<del>\$.2703</del>	<u>\$0.421</u>			
Suspended solids - per pound for concentrations over 350 milligrams per liter	<del>\$.1343</del>	<u>\$0.292</u>			

If a customer's discharge exceeds the BOD and TSS limit already included in the monthly rate calculation for that customer class listed above, then sewer surcharges may be added as a condition to the customer user permit, compliance agreement or administrative order. ANY SURCHARGES IMPOSED BY THIS CHAPTER SHALL BE BASED ON THE AVERAGE OF ALL SAMPLING CONDUCTED DURING THE APPLICABLE BILLING PERIOD OVER THE TOTAL FLOW FOR SUCH PERIOD.

BOD and TSS included in monthly rates for specific customer classes are as follows:

Customer Class	BOD mg/L	TSS mg/L
Car Washes	20	150
Laundromats	150	110
Commercial	200	175
Manufacturing	200	175
Pet Food Manufacturers	<del>1,800</del> <u>700</u>	<del>1,100</del> <u>525</u>
<del>Soft Drink Bottlers</del>	1,800	400
Ice Cream Cone Manufacturers	9,700	100

All customers served directly by the City and located outside the City limits shall pay at a rate of one hundred ten percent (110%) times the rate for the same classification of service inside the City.



In the case of one (1) meter serving a user that has different classifications of business, the Director shall be authorized to adjust the rate per one thousand (1,000) gallons based upon the contribution of each classification.

The user shall be determined according to customer class OR WASTEWATER SOLIDS CHARACTERISTICS (see rate schedule above).

B. Capacity Charges.

1. A capacity charge, as prescribed below, shall be assessed upon:

- a. Initial connection to the municipal sewer system; or
- b. Any subsequent expansion or modification of the user's building or facility which results in an increased contribution to the sewer system from:
  - (i) For single- or multifamily residential users, an increase in the number of residential units, or
  - (ii) For commercial or industrial users, an increase in the number of fixture units, ~~or~~
  - (iii) ~~For industrial users, any change in operations resulting in a twenty percent (20%) or greater increase in billable volume as measured on an annual basis, or~~
  - (iv) ~~A change of use of the property whereby an increased volume of discharge to the sewer system occurs.~~
- c. Size of water meter installed on the property.
- d. Each additional water meter added will require additional sewer capacity fees unless specifically designated as a landscape meter.

2. The capacity charges for the various types of users are as follows:

- a. Customer (capacity) charge, dollars.
- b. Residential.
- c. Single-family residential and townhomes (per unit):

EFFECTIVE ~~7-1-16~~ 09-01-2024    ~~\$3,723~~ \$4,086

- d. Multiple residential, condos and mobile home (per unit):

EFFECTIVE ~~7-1-16~~ 09-01-2024    ~~\$3,723~~ \$4,086

When a change of use occurs that increases the volume of discharge to the sewer system, regardless of whether a change in ownership has taken place, the capacity charge shall be based on the capacity charge for the new use less the existing capacity

charge rate for the previous use. No refund shall be made in the case of reduced volume of discharge from a change of use.

Nonresidential:

Meter size	EFFECTIVE 7/1/16
	<u>09/01/2024</u>
5/8" or 3/4"	\$3,723 <u>\$4,086</u>
1"	\$6,218 <u>\$6,824</u>
1-1/2"	\$12,399 <u>\$13,608</u>
2"	\$19,845 <u>\$21,780</u>
3"	\$37,233 <u>\$40,863</u>
4"	\$62,068 <u>\$68,120</u>
6"	\$124,099 <u>\$136,198</u>
8"	\$198,566 <u>\$217,927</u>
10"	\$285,468 <u>\$313,302</u>

\*gallon per day of estimated flow

FOR NON-RESIDENTIAL METER SIZES GREATER THAN FOUR (4) INCHES, THE CAPACITY CHARGES ARE BASED ON A PRORATION OF 0.67 POUNDS PER DAY OF SOLIDS AND 257 GALLONS PER DAY OF FLOW FOR A 3/4 INCH METER DIVIDED INTO THE ESTIMATED LOADINGS AND FLOW IN GALLONS PER DAY OF THE LARGER METER SIZE. FLOWS AND LOADINGS EXCEEDING 0.67 POUNDS PER DAY FOR NEW CONNECTIONS, AS DETERMINED BY THE REGULATORY COMPLIANCE MANAGER, WILL BE MULTIPLIED BY \$10.94 PER GALLON AND \$1.891 PER POUND TO DETERMINE THE LARGE METER CAPACITY FEE.

~~Where the capacity charge is based on volume, said charge will initially be calculated based on an estimate of flowage to be submitted in writing by the customer and agreed upon by the City. The capacity charge will be adjusted based upon the volume of the highest consecutive twelve (12) month period for the thirty-six (36) months immediately following commencement of service for assessment of an additional capacity charge.~~

~~The Division shall review all industrial user accounts on an annual basis and assess an additional capacity charge when the annual average billable volume increased by twenty percent (20%) or more. The charge is calculated at the current volume less previously assessed capacity charge recalculated at then current rates.~~

~~Wastewater capacity associated with similar user classes may be transferred from one (1) location to another with the approval of the Division. The location from which the wastewater capacity was transferred shall be without wastewater capacity until a subsequent purchaser of said location establishes a new capacity and fees for the new use. The transferor of the wastewater capacity is required to notify any subsequent purchaser of the property, which no longer has wastewater capacity, that such capacity does not exist. The City shall record an agreement between the transferor and the City with the County Recorder against the property without wastewater capacity rights. The~~

~~agreement shall reference the legal description of the property without wastewater capacity and clearly indicate that wastewater capacity rights do not exist.~~

~~Exemption and Payment of Capacity Charges. Structures with a minimum of stem wall, and first floor existing on December 1, 1979, shall be exempt from the capacity charges. As of that date, the capacity charge is immediately due and payable upon receipt of an application for connection to the sewerage system.~~

If connection is made to the sewerage system without appropriate permit, the capacity charge is immediately due and payable upon the earliest date that such permit was required. No connection to the sewerage system shall be made without the proper permit and payment of the capacity charge except as provided below for installment payments.

C. Capacity Fee Installment Payments. Capacity fees may be paid for by installment payments in accordance with the following conditions:

1. A capacity fee that totals an amount greater than one hundred fifty thousand dollars (~~\$150,000.00~~ 100,000.00) may be paid as follows:

a. No less than one-third (1/3) of the total capacity fee due is to be paid upon receipt of the application for connection to the sewerage system.

b. The balance due of the capacity fee is to be paid in equal monthly installments over no more than thirty-six (36) months to include an interest rate calculated to be the prime rate + 1/2% at the time of the application.

c. The customer agrees to secure the balance due to the City by a letter of credit drawn in favor of the City, or in any other form of security satisfactory to the City Manager, City Attorney and Finance MANAGEMENT SERVICES Director.

~~2. For industrial capacity fees greater than twenty five thousand dollars (\$25,000.00) the City Council may consider reduced initial payments and/or extended time periods for payment. Consideration shall be based on the following criteria and other criteria the City Council may wish to include:~~

~~a. Economic impact.~~

~~b. Community impact.~~

~~c. Environmental impact.~~

~~d. Desirability.~~

~~e. Financial viability.~~

~~3. Requests for reduced initial payments and/or extended time periods for the payment of industrial sewer capacity fees shall be made in writing to the City Water Services Director for consideration by the City Council. Requests shall address the aforementioned criteria and shall be subject to the following:~~

a.—No less than twenty-five thousand dollars (\$25,000.00) of the total capacity fee is due to be paid upon receipt of the application for connection to the sewerage system.

b.—The balance of the capacity fee shall be paid in equal monthly installments for a period of up to thirty (30) years as requested by the industrial customer and approved by the City Council. A written agreement shall be executed between the City and the customer which shall include an interest rate as recommended by the City Manager and City Treasurer and approved by the City Council of the application.

c.—The industrial customer agrees to secure the balance due to the City by a letter of credit drawn in favor of the City or in any form of security satisfactory to the City Treasurer.

D.—Special Rules for Application of Surcharges. The following special rules shall pertain in applying the surcharges described in Section 7-02-001-0040(H) and subsection (A) of this section:

1.—Biochemical Oxygen Demand.

a.—In the event that an industrial user's wastewater shall exhibit concentrations of BOD exceeding four hundred (400) mg/L, then the surcharge for concentrations from four hundred (400) mg/L to five hundred (500) mg/L shall be multiplied by two (2);

b.—In the event that an industrial user's wastewater shall exhibit concentrations of BOD exceeding five hundred (500) mg/L, then the surcharge for concentrations from four hundred (400) mg/L to five hundred (500) mg/L shall be multiplied by two (2), and the surcharge for concentrations of BOD exceeding five hundred (500) mg/L shall be multiplied by three (3).

2.—Total Suspended Solids.

a.—In the event that an industrial user's wastewater shall exhibit concentrations of TSS exceeding four hundred fifty (450) mg/L, then the surcharge for concentrations from four hundred fifty (450) mg/L to five hundred fifty (550) mg/L shall be multiplied by two (2);

b.—In the event that an industrial user's wastewater shall exhibit concentrations of TSS exceeding five hundred fifty (550) mg/L, then the surcharge for concentrations from four hundred fifty (450) mg/L to five hundred fifty (550) mg/L shall be multiplied by two (2), and the surcharge for concentrations of TSS exceeding five hundred fifty (550) mg/L shall be multiplied by three (3).

3.—All surcharges imposed by this chapter shall be based on the average of all sampling conducted during the applicable billing period over the total flow for such period.

## 7-02-001-0042 SCAVENGER WASTE AND GREASE HAULERS

A. "Scavenger waste" is defined as sewage or human excreta that is removed from a septic tank or other on-site wastewater treatment facility, privy, sewage vault, river can, rocket can, or fixed or transportable chemical toilet or other similar units.

B. "Grease" is defined as fats, oils and grease (FOG); organic polar compounds derived from animal and/or plant sources as detectable in cooking oils, food scraps containing grease, butter or oil, lard or tallow, meat fat, grease and juices, gravies, sauces, shortening and dairy products.

C. Authorized Scavenger Waste Haulers. Only scavenger wastes generated within Coconino County shall be authorized to discharge into the sewerage system.

1. The Water Services Director shall require haulers of scavenger waste to obtain a scavenger waste discharge permit FOR EACH VEHICLE THAT HAULS WASTES TO THE TREATMENT PLANT.
2. Septage haulers shall not discharge mixed loads of grease and septic tank or scavenger waste or any other type of waste. Scavenger waste haulers may discharge loads only at locations designated by the Director and at such times as are established by the Director. The Director may collect samples of each hauled load to ensure compliance with applicable standards. The Director may require the scavenger waste hauler to provide a waste analysis of any load prior to discharge. The discharge of hauled septic tank waste is subject to all other requirements of this chapter.
3. The Director shall establish hours for operation and acceptance for discharging of scavenger waste. The hours of operation shall be available on the Flagstaff Water Services website and posted at the entrance gate of the water reclamation plant.
4. Septage haulers are required to weigh in before and after discharging to the water reclamation plant or POTW, provided a scale is available.
5. Discharge of scavenger waste at hours other than those established by the Director shall be at the discretion of the plant operator and will be subject to a fee set forth in Section 7-02-001-0041 ~~3-10-001-0008~~. Scavenger waste haulers must provide a completed City waste-tracking or manifest form for every load, prior to entering the water reclamation plant. This form shall include, at a minimum, the name and address of the waste hauler, permit number, truck identification, names, addresses and phone number of sources of waste, and volume and characteristics of waste. Scavenger waste haulers shall maintain records of all waste-tracking or manifest forms for at least five (5) years.

D. Authorized Grease Haulers. Grease will only be accepted for discharge into the designated grease receiving station from generators that have written acceptance by the Director and will be subject to the following conditions:

1. The Director shall require grease haulers to obtain a scavenger waste discharge permit FOR EACH VEHICLE THAT HAULS WASTES TO THE TREATMENT PLANT.
2. Grease haulers shall not discharge mixed loads of grease and septic tank or scavenger waste or any other type of waste. Grease haulers may discharge loads only at locations designated by the Director and at such times as are established by the Director. The Director may collect samples of each hauled load to ensure compliance with applicable standards. The Director may require the grease hauler to provide a waste analysis of any load prior to discharge. The discharge of hauled grease is subject to all other requirements of this chapter.

3. The Director shall establish hours for operation and acceptance for discharging of grease. The hours of operation shall be available on the Flagstaff Water Services website and posted at the entrance gate of the water reclamation plant.
4. Grease haulers are required to weigh in before and after discharging to the water reclamation plant or POTW, provided a scale is available.
5. Discharge of grease at hours other than those established by the Director shall be at the discretion of the plant operator and will be subject to a fee set forth in Section 7-02-001-0041 ~~3-10-001-0008~~.
6. Grease haulers must provide a completed City waste-tracking or manifest form for every load, prior to entering the water reclamation plant. This form shall include, at a minimum, the name and address of the grease hauler, permit number, truck identification, names, addresses and phone number of sources of waste, and volume and characteristics of waste. Grease haulers shall maintain records of all waste-tracking or manifest forms for at least five (5) years.

#### **7-02-001-0042.1 SCAVENGER WASTE DISCHARGE PERMITS**

A. All authorized persons or companies, as defined in Section 7-02-001-0042, wishing to discharge scavenger wastes or grease must first obtain a scavenger waste discharge permit for each vehicle that will haul scavenger waste or grease from the Director. Vehicle permit applications shall be provided by the City and must include the following information:

1. Business name;
2. Business phone number;
3. Name of business owner or responsible party;
4. Business physical location;
5. Business mailing address;
6. Business email address;
7. Name(s) of operator(s);
8. Operator phone number(s);
9. Vehicle information:
  - a. Year/make/model;
  - b. License plate number/state;
  - c. Tank capacity;
  - d. Type of hauled waste(s);
  - e. ADEQ license number.

10. Any additional information as required to meet applicable Federal and/or State regulations or as deemed necessary to prevent incidences of overloading, interference or pass-through at the water reclamation plant and/or interference, damage, etc., to the wastewater collection systems.

B. The permit provided for in this section shall be issued by the Director to all applicants who comply with the terms and conditions set forth in this section as follows:

1. For each vehicle utilized for the transportation of scavenger wastes or grease for disposal into the sewerage system, payment or prorated portion of the annual fee as established per City Code Section 3-10-001-0008, License Fees.
2. Once permits are obtained, all waste haulage equipment operated by companies with permits shall be registered with the Management Services Division and shall submit documentation that fee has been paid and shall be identifiable by display of the license plate number.
3. The permit issued as provided for in this section shall expire January 2nd of each year and not more than one (1) year after the date of issue. It shall be the responsibility of the hauler to seek renewal of their permit, at least thirty (30) days prior to the expiration date.
4. Noncompliance with any part of this section or subsequent regulations shall subject the permit holder to revocation of permit to utilize the services of the City sewerage system for disposal of scavenger wastes or grease. Reissuance of permit to discharge after revocation shall be at the discretion of the Director and may be subject to such conditions as deemed appropriate.
5. The Director may establish regulations as are deemed necessary to control the discharge of scavenger wastes so as to prevent incidences of overloading, interference or pass-through at the water reclamation plant and/or interference, damage, etc., to the wastewater collection systems. All discharges shall comply with the prohibited substances restrictions set forth in Section 7-02-001-0007.
6. The water reclamation plant does not accept hazardous waste as defined by the Resource Conservation and Recovery Act and the Code of Federal Regulations.
7. The waste hauler will be financially responsible for any damage to or interference with the publicly owned treatment works (POTW), or for any expense to the City (including testing) caused by the discharge from the hauler. The waste hauler and/or generator will be charged for all expenses in monitoring and handling their discharge.
8. Waste haulers may not discharge unless a plant operator is present and has approved the discharge. The operator may refuse to accept any discharge if it is suspected to contain wastes which are considered unacceptable to the City water reclamation plants.
9. The waste hauler shall have sampling taps or outlets (as approved by the Water Services Division) on each truck for proper sampling of contents. The waste hauler shall be subject to random sampling/monitoring by the City.

10. Waste haulers will position their trucks at the direction of the plant operator to prevent spills. Any traces of the hauler's discharge must be removed by the hauler immediately.

11. Waste haulers shall not bypass any control device while discharging to the City Water Reclamation Plant or POTW.

12. Waste haulers cleaning trucks at the water reclamation plant shall be subject to a truck clean out fee set forth in Section 3-10-001-0008. Truck shall be empty prior to clean out. Septic tank and scavenger waste haulers shall be subject to the enforcement guides set forth in Section 7-02-001-0019.

13. Provision of false information by either the generator or the hauler shall also be considered a violation of this code and subject to the provisions of Sections 7-02-001-0017 and 7-02-001-0019.

C. The Director may revoke a permit for any of the following actions or inactions by the permittee:

1. Disposing hauled waste at any location not designated or approved by the Director.
2. Misrepresenting or failing to fully disclose all relevant facts in the waste hauler discharge permit application.
3. Falsifying information provided on waste tracking forms or waste disposal manifests.
4. Failure to provide a waste tracking form or waste disposal manifest.
5. In the event that the City implements an electronic or web-based waste tracking form or waste disposal manifest reporting system, all reports shall be submitted on this system.
6. The hauler shall be responsible for any fees associated with an electronic or web-based reporting system.
7. Tampering with samples collected from waste loads.
8. Refusing to allow the Director timely access to the facility premises or records.
9. Failing to meet effluent requirements.
10. Failing to pay fines or penalties.
11. Failing to pay waste disposal charges.
12. Failing to complete a waste hauler discharge permit application.
13. Violating any general or specific permit condition or requirement, or any terms of the waste hauler discharge permit or this section.

## **7-02-001-0043 SEWER RATES TO BE ADDED TO WATER BILLS**



All sewer user charges to be added to and collected with the bills as rendered for water by the Finance CUSTOMER SERVICE Section, and all of the rules and regulations promulgated by the Finance MANAGEMENT SERVICES Director shall apply to, and be effective in, the collection of such sewer service charges.

#### **7-02-001-0044 WHEN BILLS PAYABLE; DISCONNECTION OF SERVICE FOR FAILURE TO PAY; RECONNECTION FEE**

All bills for sewer service shall be due and payable on the billing dates of the various districts, and if not paid within thirty (30) days thereafter will be considered delinquent and the sewer service may be discontinued without notice. In the event extraordinary costs are incurred by the City to discontinue the sewer service, such costs shall be paid by the customer before service is continued.

#### **7-02-001-0045 DETERMINATION OF WASTEWATER QUANTITY VOLUME CHARGE AND BILLINGS: NONRESIDENTIAL**

A. In the absence of suitable data to make a determination for nonresidential users as to the amount of water discharged to the sewer system, the sewer user VOLUME charge shall be based on the amount of water supplied to the premises. The Director may require or permit the installation of acceptable additional water or sewer meters at such party's expense and in such a manner as to determine the quantity of water actually entering the sewer system, in which case, the quantity of water used to determine the sewer charge shall be the quantity of water actually entering the sewer system as so determined. The meter (or meters) must measure the total flow unless another method has been approved by the City.

B. It shall be the responsibility of each user, who chooses or is required to perform the purchase and installation of such meters, to notify and gain approval of the City Water Services Division. Upon initial written verification, by a qualified individual, that the meter has been installed and is functioning accurately and efficiently, the user assumes daily operation and maintenance of such meters.

If at any time, the Division determines that such meter is insufficient for the purpose it is intended, whether because of inability to repair, increased discharge rate of waste stream, etc., the user shall replace the meter or have modifications performed to the existing meter, at the user's expense and in such a way that is considered satisfactory to the City Water Services Director.

C. All significant industrial users shall have a City approved sewer flow meter or other City approved means of measuring their effluent. This meter shall be equipped to provide a permanent record of the flow measurements. All records of the flow shall be kept for a minimum of three (3) years and must be available to the City.

D. It shall be the responsibility of all industrial users who are required or choose to install flow measurement devices to provide a security system which would provide the City with unrestricted access to such meter, yet at the same time provide protection from user access unauthorized by the City, tampering, vandalism, the elements or any other factor which may inhibit accurate flow measurement of the waste stream.

E. The industrial user shall keep their wastewater collection lines free from debris, turbulence or any other entity that may inhibit the accurate measurement of sewer flow.

## RESIDENTIAL:

- A. Sewer user ~~VOLUME~~ charge shall be based on the average monthly water billed to each customer during the preceding December, January, February and March and shall represent sewage flow for full-time residential customers.
- B. If the Director determines that adequate water meter information is not available for billing a residential customer as described above, then the customer shall be charged the average monthly billing for that user class.
- C. Upon approval of the Director, any individual user may, at his own expense and subject to the regulations of the Division, install a separate meter in order to determine the quantity of water actually entering the sewer system and future sewer charges shall be limited to that water actually entering the sewer system as so determined by the Director.
- D. If, within ten (10) days of billing, a customer files a written complaint with the Director alleging that a significant portion of his water usage does not enter the sewer system, the Director, in accordance with written appeals procedure, shall provide an opportunity for the customer to present ~~THEIR~~ his supporting documentation to an employee designated by the Director to hear complaints.
- E. Upon approval of the Director, metered water usage may be used to determine the sewer use charge when it can be shown to be more accurate than using the average winter water usage.

## 7-02-001-0046 PAYMENT OF BILLS AND CHARGES

- A. All notices sent out by the City regarding sewer user accounts, and all notices regarding any other matter pertaining to the user of the City sewer system, shall be sent to the house and street number of such property. To ~~insure~~ ENSURE proper delivery of notices, all errors in house numbers should be promptly reported to the Finance CUSTOMER SERVICE Section.
- B. The sewer account and bill shall distinguish the amount of the sewer user charge from any industrial cost recovery charge, if applicable.
- C. All rates and service charges are payable when rendered and shall be paid by the due date. If the total of such bill is not received by the City within five (5) days after the due date the consumer shall be charged an additional five dollar (\$5.00) nonrefundable late payment penalty fee. Consumers on a payment plan that has been approved by the Water Services Division may be exempted from the late payment penalty fee.

All charges shall be considered delinquent thirty (30) days after bill date. If the total of such bill is not paid within ten (10) days after the date of delinquency (thirty (30) days from bill date), a notice may be placed at the service address notifying of the past due amount and service charge which must be paid within twenty-four (24) hours. After twenty-four (24) hours, the water or sewer service may be disconnected from the premises of the delinquent consumer. The total amount of the bill due and any deposit, if such deposit is required, shall be collected before again providing sewer service or water service. Any closed, delinquent account requiring special collection effort may be assessed a delinquent collection charge to cover the additional cost as established by the Finance CUSTOMER SERVICE Director.

D. A consumer's water or sewer service may be disconnected for nonpayment of a bill for service rendered at a previous location served by the City, provided such bill is not paid within thirty (30) days after the unpaid bill has been presented to the consumer at his new location.

E. Any expense caused to the City for the repair or replacement of damaged, stolen, tampered with or misused sewer or water facilities shall be charged against and collected from the person or persons who caused the expense.

F. When a user of the water or sewer system has been notified of the amount of charges remaining due after the deduction of **THEIR** his security deposit, and payment for same has not been received, the Finance **CUSTOMER SERVICE** Director may assign the account to a bona fide collection agency.

G. Before water or sewer service will be turned on to any premises all charges against the premises when due and payable to the City as required by this chapter, or including any of the following items must have been paid: on account of labor supplied or materials furnished by the Water Services Division in the installation of service pipes connecting the premises with the City sewer mains, or for tapping the City sewer system; on account of water or sewer service previously supplied to the premises; whether used by the applicants or by some previous occupant of the premises; or on account of the assessment of any fine or penalty; or for turning water or sewer services off or on; or for repair or replacement of damaged, stolen or misused sewer works facilities.

#### **7-02-001-0047 NOTICE PRIOR TO DISCONNECT**

Before discontinuing water or sewer service for nonpayment of any sewer user charge, deposit or other assessment provided for in this chapter, the Finance **CUSTOMER SERVICE** Director shall give written notice to the person of the discontinuance and an opportunity to appear before the Finance **CUSTOMER SERVICE** Director or his designee on any disputed matter relative to the discontinuance of sewer service.

#### **7-02-001-0048 SERVICE CONNECTIONS**

Every separate building to be provided with sewer service shall have its own separate sewer service connection to the City sewer main, except that two (2) or more buildings located on the same lot or on contiguous lots under the same ownership or property known as a court, apartment house or block covering more than one lot, may be provided sewer service through the same connection as long as the single ownership continues. Upon change from such single ownership, a new and separate connection shall be immediately made for the building or premises to replace the indirect connection. No person having sewer service shall provide sewer service to any other sewer user, whether gratuitously or for a charge.

#### **7-02-001-0049 PERMITS REQUIRED FOR INDUSTRIAL USERS**

All significant industrial users, as defined by Section 7-02-001-0009(A)(1), shall obtain a permit for connection and discharge or any modification that changes the treatment, production, flow, etc., of the existing facility to the City's sewer system from the Director.

#### **7-02-001-0050 INDUSTRIAL USER PERMITS**

A. The significant industrial user shall make application for such permit, at least ninety (90) days prior to commencement of discharge, on a form provided by the Director. An applicant shall pay a fee as determined by the City of Flagstaff for each application and thereafter be issued an industrial pretreatment discharge permit which shall be valid for a period of five (5) years from the date of issuance or less as determined by the Director.

**Industrial Pretreatment Discharge Permit Fee**

(Effective 1-1-07 <u>09/01/204</u> )	<del>(Effective 1-1-08)</del>	<del>(Effective 1-1-09)</del>	<del>(Effective 1-1-10)</del>
\$100 per year <u>\$1,950.00 FOR 5 YEARS</u>	\$150 per year	\$200 per year	\$250 per year

B. Upon expiration of such permit, an applicant who holds a valid wastewater discharge permit and is in compliance with the terms and conditions established by this chapter shall file an application for renewal of an industrial pretreatment discharge permit, at least ninety (90) days prior to the expiration date of the previous permit, together with the existing fee and, thereafter, shall be issued a renewed industrial pretreatment discharge permit, which shall be valid for a period of five (5) years from the date of issuance of the renewal or less as determined by the Director.

C. The applicant shall submit the information contained in subsections (D) through (G) of this section and any other information requested by the City at the time of submittal, or the application will be rejected and the applicant required to resubmit with the appropriate fee.

D. An applicant seeking an industrial pretreatment discharge permit or renewal shall submit, as part of its application, the results of an analysis, compliant with standard methods, conducted by a laboratory certified by the State of Arizona Department of Health Services, of a representative daily composite sample of the effluent discharge from the applicant's plant.

E. An applicant shall submit as part of its application for a permit a discharge report which includes, but not be limited to, the nature of process, volumes, rates of flow, production quantities, concentrations in the wastewater discharge and any other information that may be relevant to the generation of waste.

F. An applicant, as part of its application for a permit, shall submit a plan showing the location and size of on-site sewers, sampling point, pretreatment facilities, City sewers and any other pertinent physical details.

G. An applicant as part of its application for a permit shall list each product manufactured, the type, amount and rate of production and the chemical components and quantity of liquid or gaseous materials stored on site, even though they may not normally be discharged into the sewer system.

H. In the event a producer of industrial waste which is authorized to make a connection to the City sewer for pretreated industrial waste disposal under the provisions hereof is sold, leased, or its operation is assumed or taken over by another person, firm or corporation other than that named in the permit, a new application for a permit shall be made by the new owner, lessee or operator. No permit issued under the provisions hereof shall be assignable and a violation of

this provision shall be grounds for summary suspensions or revocation of such permit by the Director.

I. It shall be a condition of the permit that the City may at any time test any of the wastes being discharged by the company or plant for quality or quantity. A duly authorized City representative may enter the permittee's premises at any time during business or operational hours for the purpose of inspecting plant operations to estimate quality or quantity of wastes.

J. It shall be a condition of the permit that the permittee shall install facilities, approved by the City Engineer at the permittee's expense for the purpose of the City's representative inspecting, observing and sampling representative flows in accordance with Section 7-02-001-0015.

K. It shall be a condition of the permit that additional periodic reports as may be required by the Director to properly monitor the discharge of the industrial wastes, be submitted to the Director.

L. Issuance of an industrial pretreatment discharge permit shall not release the permit holder from the obligation to comply with all other provisions of this chapter.

M. The City may change the conditions of any permit in order to comply with requirements of Federal or State regulations. An industrial user may petition the Director to modify their permit for monitoring parameters or process changes. The user must submit sampling reports and/or documentation to support their petition.

#### **7-02-001-0051 PERMITTEE REQUIREMENTS**

A. Each permittee shall provide protection from accidental discharge of prohibited materials or other wastes regulated by this chapter. If such discharge may occur, permittee must report it to the Water Services Director as described in Section 7-02-001-0011.

B. In order that officers, agents and employees of permittees will be informed of the City's requirements, permittees shall make available to their employees copies of this chapter together with such other wastewater information and notices which may be furnished by the City from time to time for the purposes of improving and making more effective water pollution control. A notice shall be furnished and permanently posted on the permittee's bulletin board advising officers, agents and employees who to call in case of an accidental discharge in excess of the limits authorized by the permit.

C. Any possible connection or entry point for a hazardous and/or prohibited substance to the permittee's plumbing or drainage system shall be appropriately labeled to warn operating personnel against discharge of such substances.

#### **7-02-001-0052 SEWER SERVICE OUTSIDE CITY LIMITS**

A. For all places outside the corporate limits of the City not mentioned in this chapter where sewer service is rendered by the City, and for which no rate is specifically fixed, the rate to be charged, including a connection charge, shall be as fixed by the City Council.

B. City sewer service offered to users outside the City limits shall be offered by the City subject to compliance by the users with the terms of this chapter.

## **7-02-001-0053 DISCONNECTION OF SERVICE**

The violation of any section of this chapter shall be sufficient cause for the City to discontinue water or sewer service to any premises, and such service shall not be restored until such violations have been discontinued or eliminated and all outstanding charges paid. The discontinuance of sewer service shall be accomplished by physically cutting and blocking the building connection. A charge for disconnecting and reconnecting shall be paid to the ~~Finance~~ CUSTOMER SERVICE Section for reconnecting the sewer service.

PART 3: WATER REGULATIONS

**CHAPTER 7-03  
CITY WATER SYSTEM REGULATIONS**

SECTIONS:

7-03-001-0001	APPLICATION FOR CONNECTION
7-03-001-0002	APPLICATION FOR SERVICE
7-03-001-0003	DEPOSIT REQUIRED
7-03-001-0004	CONNECTION FEES
7-03-001-0005	SERVICE CHARGES
7-03-001-0006	AUTHORITY REQUIRED
7-03-001-0007	MALICIOUS DAMAGE
7-03-001-0008	ACCOUNTS PAYABLE
7-03-001-0009	METERS
7-03-001-0010	WATER RATES
7-03-001-0011	WATER MAIN CAPACITY CHARGES
7-03-001-0012	WATER REVENUE FUND
7-03-001-0013	CITY WATER MAIN EXTENSION POLICY
7-03-001-0014	WATER CONSERVATION
7-03-001-0015	CROSS CONNECTION CONTROL
7-03-001-0016	WATER RESOURCE DEVELOPMENT FEE
7-03-001-0017	PURCHASED ENERGY COMPONENT FOR WATER
7-03-001-0018	RECLAIMED WATER RATE SCHEDULE

**7-03-001-0001 APPLICATION FOR CONNECTION**

Every person requesting connection to the sewer or water system of the City shall first make application to the ~~Utilities~~ **WATER SERVICES** Division on such forms as the City shall prescribe and pay the fees and charges provided for herein. Connection ~~may~~ **SHALL** be made ~~either by the Utilities Division or by a contractor duly licensed by the State of Arizona to perform such work.~~ The work shall be done according to City specifications, and any contractor performing such work shall not cover such connection until the same shall have been inspected and approved by the **WATER SERVICES** ~~Utilities~~ Division.

**7-03-001-0002 APPLICATION FOR SERVICE:**

Every person requesting water service shall make application therefor on such forms as the City may prescribe, and the deposit and charge provided for herein shall be paid before such new service may commence.

**7-03-001-0003 DEPOSIT REQUIRED**

A. Deposit Required. There shall be charged all persons applying for residential water service to be provided to any premises a non-interest bearing deposit of one hundred fifty dollars (\$150.00). There shall be charged all persons applying for nonresidential water service to be provided to any premises a non-interest bearing deposit of three hundred dollars (\$300.00). The deposit must be paid in full at the time of account setup or, if requested by the customer, in three (3) equal installments. If the deposit is paid in installments, the first installment is due at the time of account setup, the next installment will be billed with the first monthly account bill,

and the final installment will be billed with the second monthly account bill. Specific exemption from this provision shall apply to churches, nonprofit community organizations and other utilities. Additionally, persons who have qualified for a deposit refund pursuant to subsection (B) of this section and have no other municipal account delinquency shall be exempt from any deposit requirement or additional or new water service. New customers providing the City with a recent letter from a present or previous utility supplier which shows a good payment history may be exempted from the deposit requirements.

B. Deposit Refund. Except as provided below, a customer shall be entitled to a refund of deposits on hand one (1) year after the required deposit is deposited with the City or when the account is closed. However, in the event a customer fails to make timely payment of a monthly billing, or allows any arrearage to accrue on the customer's account, then the customer shall not be entitled to a refund until the customer has first established a one (1) year record of timely payments with no arrearage. A deposit on a closed account will be refunded, less any amounts owed. No interest shall be paid by the City upon any deposit refund.

**7-03-001-0004 CONNECTION CUSTOMER METER AND WATER TAP FEES**

Any person desiring a connection with any main or lateral of the water or reclaimed water system of the City shall first make application to the City Utilities WATER SERVICES Division, and pay the fees and charges specified for the size of the service desired. All water meters connected to the City water or reclaimed water system are, shall be and shall remain the property of the City. THE SERVICE TO THE CITY'S MAIN IS THE RESPONSIBILITY OF THE APPLICANT'S CONTRACTOR AS SPECIFIED BELOW. Upon payment of the specified fees to the Treasurer by the applicant, the Utilities Division shall, within a reasonable time, make the connection and install the meter. Connection fees shall be:

For Meter Size

5/8" x 3/4"	Cost of meter, fittings and labor, plus overhead
1"	Cost of meter, fittings and labor, plus overhead
1-1/2"	Cost of meter, fittings and labor, plus overhead
2"	Cost of meter, fittings and labor, plus overhead
>2"	Cost of meter, fittings and labor, plus overhead

Connections made by a contractor as provided for in Section 7-3-1 hereof, where service lines have been previously installed and the City is required only to supply and install the meter, shall be subject to the following fees in lieu of the schedule shown above.

For Meter Size (COST OF METER, FITTINGS AND LABOR, PLUS OVERHEAD)

5/8" x 3/4"	<del>\$210.00</del> <u>\$806.00</u>
1"	<del>\$390.00</del> <u>\$972.00</u>
1 1/2"	<del>\$790.00</del> <u>\$1,466.00</u>
2"	<del>\$940.00</del> <u>\$1,703.00</u>
All others	Cost of meter, fittings and labor, plus overhead



For connections and meters larger than two inches (2"), the following deposit must be paid in advance before beginning the connection. Where the deposit is less than the actual cost, the difference will be billed and shall be paid by the applicant prior to service being established for such connection. Where the deposit is more than the actual cost, the difference shall be refunded within a reasonable period of time.

For Meter Size

3"	\$3,000.00
4"	\$4,000.00
6"	\$6,000.00
All others	Cost of meter, fittings and labor, plus overhead

**WATER TAP FEE**

**EACH PERSON, FIRM OR CORPORATION REQUESTING A WATER TAP TO BE INSTALLED BY THE CITY SHALL PAY THE FEE AS HEREBY ESTABLISHED:**

**THREE-QUARTER (3/4) INCH TO TWO (2) INCH WATER TAP: \$350.00.**

**THREE (3) INCH TO TWELVE (12) INCH: \$702.00.**

**ADDITIONAL TAP, SAME TIME, SAME PARCEL, SAME SIZE, 3/4" to 2": \$80**

**ADDITIONAL TAP, SAME TIME, SAME PARCEL, SAME SIZE, 3" to 12": \$160**

**ADDITIONAL TAP, SAME TIME, SAME PARCEL, DIFFERENT SIZE, 3" to 12": \$702**

**PROCEDURES FOR OWNER/CONTRACTOR:**

**OWNER/CONTRACTOR SHALL PAY CAPACITY FEES IF APPLICABLE.**

**OWNER/CONTRACTOR SHALL OBTAIN A PERMIT FROM THE ENGINEERING DIVISION AND PAY A PERMIT FEE BEFORE STARTING EXCAVATION.**

**WHEN NOTIFIED BY ARIZONA 811, WATER SERVICES DIVISION PERSONNEL WILL LOCATE THE WATER MAIN FOR OWNER/CONTRACTOR.**

**OWNER/CONTRACTOR EXCAVATES SITE AND SHORES TRENCH IF NECESSARY, SHORING SHALL BE DETERMINED BY ENGINEERING DIVISION PERSONNEL. OWNER/CONTRACTOR INSTALLS TAPPING SLEEVE AND CORPORATION STOP ON WATER MAIN. ONCE THE TRENCH AND TAPPING SADDLE ARE APPROVED BY THE ENGINEERING INSPECTOR, THE ENGINEERING INSPECTOR WILL SCHEDULE A WATER DISTRIBUTION CREW TO COMPLETE THE TAP.**

**ENGINEERING INSPECTOR INSPECTS THE OWNER/CONTRACTOR'S WORK AND APPROVES IF WORK IS COMPLETED SATISFACTORILY.**

OWNER/CONTRACTOR COMPACTS AND BACKFILLS TRENCH, REPLACES PAVEMENT IF NECESSARY.

FINAL INSPECTION IS DONE BY THE ENGINEERING INSPECTOR.

APPROVAL (PERMIT SIGN-OFF) IS MADE BY THE ENGINEERING INSPECTOR.

OWNER/CONTRACTOR SHALL NOT TAP THE WATER MAIN AT ANY TIME.

All water taps or connections made outside the corporate limits of the City shall be 110% of the above charges, fees and/or deposits.

~~The connection fee for automatic read meters shall include an additional \$130.00 for the meter interface unit and the meter adder.~~

### 7-03-001-0005 SERVICE CHARGES

In addition to the other charges and fees required by this Chapter, the following service charges shall apply:

Description	Service Fee Current	Service Fee 01/01/2011 <u>09/01/2024</u>
<del>New Customer turn on/off working hours-account activation fee for new customer at existing location</del>	\$24.00	\$24.00
<del>Emergency turn on/off working hours</del>	\$24.00	\$24.00
<del>New Customer turn on/off after hours</del>	\$65.00	\$65.00
<u>WATER SERVICE ESTABLISHMENT FEE (NEXT BUSINESS DAY)</u>		<u>\$45.00</u>
<u>WATER SERVICE ESTABLISHMENT FEE (SAME DAY SURCHARGE)</u>		<u>\$20.00</u>
Collection/ Non Payment charge	\$24.00	\$24.00 <u>\$45.00</u>
Existing Meter Testing Rate		
Accuracy test (at customer's request) of a meter permanently connected to the water system. The fee is waived if meter testing reveals the meter was reading inaccurately	\$74.00	\$74.00
Backflow Prevention Permit Fee		
Inspection of backflow assembly whose installation has been authorized by permit.		\$87.00
Backflow Compliance Fee		
Additional site visit after customer has failed to correct backflow or reclaimed meter-related deficiencies for which they have received prior written notice. This fee recovers the cost of the additional field visit.		\$87.00

Description	Service Fee Current	Service Fee 01/01/2014 <u>09/01/2024</u>
Unauthorized Connection Fee For illegal service connections made to the public water main. Payable at the time of violation		Twice the System Capacity and Resource Fees
Large Meter Vault – Design Fee for Non-Std City of Flagstaff may provide design and construction documents for the large meter vaults required by the special needs of Developer-required facilities.		Billed at Cost
Perform ADEQ Regulatory Engineering Review and Permitting Services. City of Flagstaff may provide Engineering review and issue permits on behalf of ADEQ under a delegation agreement with ADEQ for water and sewer facilities.		Billed at Current ADEQ Rates in accordance with AAC R18-14-103

**7-03-001-0006 AUTHORITY REQUIRED**

It shall be unlawful for any person to turn on and furnish water or sewer service or authorize or direct another to do so without authority from the ~~Utilities~~ WATER SERVICES Division AND/OR CUSTOMER SERVICE SECTION; and any person violating the provisions hereof shall be guilty of a misdemeanor and incur a penalty in the sum of one hundred-fifty dollars (\$150.00)

**7-03-001-0007 MALICIOUS DAMAGE**

It shall be unlawful for any person intentionally to break, deface, tamper with or damage any meter, hydrant, valve, pipe or other water system appliance or fixture, or in any other manner interfere with the operation of any part of the water system of the City. It shall be unlawful for any person, with intent to injure or defraud, to connect any pipe, tube or other instrument with any main or service pipe for conducting water belonging to the City, for the purpose of taking water from such main or service pipe without the permission or authority of the ~~Utilities~~ WATER SERVICES Division AND/OR CUSTOMER SERVICE SECTION. (Ord. 800, 5-25-71) It shall be unlawful to permit any coupling, pipe, fitting, or tank not dedicated for potable water use to come into contact with public water facility dispensing hoses. Any person violating the provisions hereof shall be guilty of a misdemeanor and incur a penalty in the sum of one hundred-fifty dollars (\$150.00).

**7-03-001-0008 ACCOUNTS PAYABLE**

A. All water accounts charges for water sold and furnished to customers by the City shall be due and payable at the office of the Treasurer TO THE CUSTOMER SERVICE SECTION during regular business hours as established by the Treasurer CITY for the collection of such accounts, Monday through Friday, inclusive, holidays excepted.

B. All water accounts shall be due and payable upon presentation ~~by the office of the Treasurer~~ BY THE CUSTOMER SERVICE SECTION of invoice statement therefor, and shall

become delinquent thirty (30) days thereafter. If such charges are not paid within ten (10) days after such delinquent date, water service may be discontinued without notice and the City may pursue all remedies available at law. The Treasurer CUSTOMER SERVICE DIRECTOR is hereby authorized to consolidate more than one (1) charge for City services into one (1) itemized statement of charges at appropriate billing levels.

C. Any person found in violation of this section shall be guilty of a civil infraction and shall be fined a sum not to exceed five hundred dollars (\$500.00). Any violation which is continuing in nature shall constitute a separate offense on each successive date the violation continues, unless otherwise provided. Any enforcement action is subject to the civil enforcement procedures set forth in Section 1-15-001-0011.

**7-03-001-0009 METERS**

All water furnished or sold by the City shall be delivered or supplied through meter only, and every separate building supplied with City water must have its own separate service connection and meter, except that two (2) or more buildings located on the same lot or on contiguous lots under the same ownership or property known as a court, apartment house or block covering more than one lot, may be supplied through the same connection and meter as long as the single ownership continues. Upon change from such single ownership, a new and separate connection shall be immediately made for the building or premises to replace the in direct connection. No person having a water service connection shall otherwise furnish or deliver water to any other water user, whether gratuitously or for a charge.

**7-03-001-0010 WATER RATES**

There shall be charged the following rates for all water furnished consumers and measured by meter on any service connection with City water mains for and during each monthly billing period.

The base monthly service charge applies whether the water meter is active or inactive. The monthly service charge is based on the fixed cost of operation and maintaining the water system so that the system is available to provide water to the parcel when water service is activated. Parcels with shutoff water meters will continue to pay base monthly service fee since water service is available and may be activated and used by the property owner at any time.

A. Inside City Limits: The following monthly charges shall be effective with bills rendered on and after January 1, 1991.

Applicable sales taxes will be in addition to these charges.

Charge per one thousand (1,000) gallons of measured or estimated water use per month.

**WATER RATE SCHEDULE**

**Monthly Base Service Charge:**

Meter Size	<del>7/1/16</del> <u>09/01/2024</u>	<del>1/1/17</del> <u>01/01/2026</u>	<del>1/1/18</del> <u>01/01/2027</u>	<del>1/1/19</del> <u>01/01/2028</u>	<del>1/1/20</del> <u>01/01/2029</u>
3/4"	<u>\$14.23</u> \$14.01	<u>\$15.65</u> \$14.63	<u>\$17.22</u> \$15.27	<u>\$18.94</u> \$15.94	<u>\$20.83</u> \$16.64

**Monthly Base Service Charge:**

1"	<u>\$18.58</u> \$16.50	<u>\$20.44</u> \$17.22	<u>\$22.48</u> \$17.98	<u>\$24.73</u> \$18.77	<u>\$27.20</u> \$19.60
1 1/2"	<u>\$29.45</u> \$22.71	<u>\$32.40</u> \$23.71	<u>\$35.64</u> \$24.75	<u>\$39.20</u> \$25.84	<u>\$43.12</u> \$26.98
2"	<u>\$42.49</u> \$30.17	<u>\$46.74</u> \$31.50	<u>\$51.41</u> \$32.89	<u>\$56.55</u> \$34.33	<u>\$62.21</u> \$35.84
3"	<u>\$83.80</u> \$47.58	<u>\$92.18</u> \$49.67	<u>\$101.40</u> \$51.85	<u>\$111.54</u> \$54.14	<u>\$122.69</u> \$56.52
4"	<u>\$116.41</u> \$72.43	<u>\$128.05</u> \$75.62	<u>\$140.86</u> \$78.95	<u>\$154.95</u> \$82.42	<u>\$170.45</u> \$86.05
6"	<u>\$290.35</u> \$134.58	<u>\$319.39</u> \$140.50	<u>\$351.33</u> \$146.69	<u>\$386.46</u> \$153.14	<u>\$425.11</u> \$159.88
8"	<u>\$355.57</u> \$209.15	<u>\$391.13</u> \$218.36	<u>\$430.24</u> \$227.97	<u>\$476.26</u> \$238.00	<u>\$520.59</u> \$248.47
10"	<u>\$920.85</u> \$296.16	<u>\$1,012.94</u> \$309.19	<u>\$1,114.23</u> \$322.80	<u>\$1,225.65</u> \$337.00	<u>\$1,348.22</u> \$351.83

**VOLUME CHARGE - \$ PER 1,000 GALLONS**

<b>Monthly Water Use Gallons</b>	<b>Volume Charge \$/1,000 gal</b>				
<b>Single Family - Block Rate</b>	<b>7-1-16</b>	<b>1-1-17</b>	<b>1-1-18</b>	<b>1-1-19</b>	<b>1-1-20</b>
	<b><u>09/01/2024</u></b>	<b><u>01/01/2026</u></b>	<b><u>01/01/2027</u></b>	<b><u>01/01/2028</u></b>	<b><u>01/01/2029</u></b>
Single Family					
Tier 1 (0-3,500)	<u>\$4.28</u> \$2.89	<u>\$4.71</u> \$3.02	<u>\$5.18</u> \$3.15	<u>\$5.70</u> \$3.29	<u>\$6.27</u> \$3.44
Tier 2 (3,501-6,200)	<u>\$4.60</u> \$3.75	<u>\$5.06</u> \$3.94	<u>\$5.57</u> \$4.09	<u>\$6.13</u> \$4.26	<u>\$6.74</u> \$4.45
Tier 3 (6,201-11,500)	<u>\$9.19</u> \$5.77	<u>\$10.11</u> \$6.03	<u>\$11.12</u> \$6.29	<u>\$12.23</u> \$6.57	<u>\$13.45</u> \$6.86
Tier 4 (Over 11,500)	<u>\$18.39</u> \$11.55	<u>\$20.23</u> \$12.05	<u>\$22.25</u> \$12.59	<u>\$24.48</u> \$13.14	<u>\$26.93</u> \$13.72
Multi-family, Apts., Mobile home	<u>\$4.75</u> \$3.72	<u>\$5.23</u> \$3.88	<u>\$5.75</u> \$4.05	<u>\$6.33</u> \$4.23	<u>\$6.96</u> \$4.42
Commercial, Schools, <u>INSTITUTIONAL</u>	<u>\$5.67</u> \$3.95	<u>\$6.24</u> \$4.12	<u>\$6.86</u> \$4.30	<u>\$7.55</u> \$4.49	<u>\$8.31</u> \$4.69
Northern Arizona University	\$3.62	\$3.78	\$3.95	\$4.12	\$4.30
Manufacturing	<u>\$5.33</u> \$3.89	<u>\$5.86</u> \$4.07	<u>\$6.45</u> \$4.24	<u>\$7.10</u> \$4.43	<u>\$7.81</u> \$4.63
Lawn Meters	<u>\$10.05</u> \$3.95	<u>\$11.06</u> \$4.12	<u>\$12.17</u> \$4.30	<u>\$13.39</u> \$4.49	<u>\$14.73</u> \$4.69

<b>Monthly Water Use</b>	<b>Volume Charge</b>				
Hydrant meter	<del>\$7.46</del> <u>\$6.03</u>	<del>\$8.21</del> <u>\$6.30</u>	<del>\$9.03</del> <u>\$6.58</u>	<del>\$9.93</del> <u>\$6.87</u>	<del>\$10.92</del> <u>\$7.17</u>
Standpipe – Water haulers	<del>\$7.41</del> <u>\$6.03</u>	<del>\$8.15</del> <u>\$6.30</u>	<del>\$8.97</del> <u>\$6.58</u>	<del>\$9.87</del> <u>\$6.87</u>	<del>\$10.86</del> <u>\$7.17</u>

Energy Component:

Charge per one thousand (1,000) gallons, applied to all customer classes (refer to subsection (D) of this section)

Energy component cost will be calculated annually based on a one (1) year rolling average of water related energy costs as per subsection (D) of this section.

1. Water Resources and Infrastructure Protection Through Wildland Fire Management Component: In addition to all volume charges, each customer shall pay an additional fee based on water consumption as follows:

Effective 8-1-20	\$0.52 per 1,000 gallons
Effective 7-1-22	\$0.53 per 1,000 gallons

This fee shall be used to protect all Flagstaff water resources and infrastructure from wildland fires including water, wastewater, reclaimed water and stormwater.

### PRIVATE FIRE PROTECTION

<b>Connection Size (Inches)</b>	<b>Monthly Charge</b>				
	<del>1/1/11</del> <u>09/01/2024</u>	<del>1/1/12</del> <u>01/01/2026</u>	<del>1/1/13</del> <u>01/01/2027</u>	<del>1/1/14</del> <u>01/01/2028</u>	<del>1/1/15</del> <u>01/01/2029</u>
4"	<del>\$13.85</del> <u>\$9.41</u>	<del>\$15.24</del> <u>\$10.68</u>	<del>\$16.76</del> <u>\$11.43</u>	<del>\$18.44</del> <u>\$12.23</u>	<del>\$20.28</del> <u>\$12.59</u>
6"	<del>\$40.24</del> <u>\$27.33</u>	<del>\$44.26</del> <u>\$31.02</u>	<del>\$48.69</del> <u>\$33.19</u>	<del>\$53.56</del> <u>\$35.52</u>	<del>\$58.92</del> <u>\$36.58</u>
8"	<del>\$85.76</del> <u>\$58.23</u>	<del>\$94.34</del> <u>\$66.11</u>	<del>\$103.77</del> <u>\$70.74</u>	<del>\$114.15</del> <u>\$75.69</u>	<del>\$125.57</del> <u>\$77.96</u>

Rates for water sold or furnished to customers for use outside the City limits shall be one hundred ten percent (110%) the rates for water sold or furnished for use inside the City.

#### B. Special Rates:

Special rates for customers who are not included in existing customer classifications and have usage characteristics different from other customers may be negotiated between the City and customer, without requiring an amendment to the City Code.

C. Special Rates: If the initial bill of any new consumer or the final bill of any consumer shall show usage of less than one thousand (1,000) gallons for the initial or final billing period, the consumer shall be billed for the initial or final billing period at the prorated amount based on existing rates for each one hundred (100) gallons or fraction thereof.

Because fire hydrants are not designed to sustain continuous use and because such hydrants are part of the emergency fire protection system of the City, regular use of fire hydrants for water supply is discouraged. When an applicant for water to be delivered from a hydrant can show hardship if forced to obtain water from another source, and the request has been approved in writing by the City's ~~Utilities~~ **WATER SERVICES** Director, the Division may install a meter on a fire hydrant for the use of such applicant, following payment of the required fee for such installation and use. The applicant shall be and remain responsible for payment to the City for all water used through such hydrant meter, and for the purpose of protecting **THEM** himself may place a lock upon said meter.

The fee for installation and use of such hydrant meter shall be ~~\$356.00~~ 440.00. The rate of water delivered through a hydrant meter shall be at existing standpipe rate. In addition, a ~~seven hundred dollar (\$700.00) deposit will~~ **MAY** be required to assure repair work on the meters and **ASSOCIATED PARTS** hydrants if needed. **THE DEPOSIT FOR A THREE QUARTER (3/4) INCH METER IS TWELVE HUNDRED AND FORTY-FIVE DOLLARS (\$1245.00) AND THE DEPOSIT FOR A THREE (3) INCH METER IS THREE THOUSAND SEVEN HUNDRED AND EIGHTY DOLLARS (\$3780.00). EXCEPTIONS TO THE DEPOSIT WILL BE DETERMINED BY THE CUSTOMER SERVICE DIRECTOR.** ~~An additional three hundred dollar (\$300.00) will be required when a backflow prevention device is necessary.~~ The deposits will be refunded if there is no damage sustained when the meter and/or backflow device is returned to the City.

D. Automatic Rate Adjustments. The City agrees to adopt a rate schedule which provides for automatic adjustments to pass along increases in energy related operating costs for delivering water service based on the current electrical and gas tariff rates on file with the Arizona Corporation Commission. Automatic adjustments to the energy surcharge shall be calculated on an annual basis using the past **TWELVE (12)** months rolling average of water related energy charges.

1. Energy Cost Adjustment. City reserves the right to automatically pass along future increases in electrical and natural gas energy related charges imposed on City by another agency. These automatic adjustments may be made whenever the other agency: (1) increases the standard cost of energy beyond the current energy cost assumed by City in the proposed rate structure described in this section.
2. Adjustments shall begin on January 1 of each calendar year and continue through the end of year.

### **7-03-001-0011 WATER MAIN CAPACITY CHARGES**

The water main capacity charges for all new service connections to be charged by the ~~Finance~~ **CUSTOMER SERVICE** Section is presented in the following schedule:

- A. A capacity charge, as prescribed below, shall be assessed upon:
  1. Initial connection to the municipal water system; or

2. Any increase in meter size.

B. The capacity charges for the various types of users are as follows:

**SCHEDULE FOR CAPACITY CHARGES**

Meter Size	Capacity Charge		<u>MAXIMUM FLOW RATE (GPM)</u>
	<u>Effective 7/1/16</u>	<u>09/01/2024</u>	
5/8" x 3/4"	<u>\$8,146</u>	\$5,728	<u>30</u>
1"	<u>\$13,604</u>	\$9,566	<u>50</u>
1-1/2"	<u>\$27,126</u>	\$19,074	<u>100</u>
2"	<u>\$43,418</u>	\$30,530	<u>160</u>
3"	<u>\$81,456</u>	\$57,279	<u>350</u>
4"	<u>\$84,459</u>	\$95,484	<u>500</u>
6"	<u>\$271,500</u>	\$190,910	<u>1,000</u>
8"	<u>\$434,417</u>	\$305,468	<u>1,600</u>
10"	<u>\$624,541</u>	\$439,157	<u>4,200</u>

Meters will be sized using the American Water Works Association Manual, AWWA No. M22. Sizing will be submitted to the City WATER SERVICES DIVISION Utilities Department by the developer or owner for City review.

WHEN THE FEE SCHEDULE REFERENCES "CALL", All capacity charges ARE BASED ON for connections larger than four inches (4") shall be based on a proration of midrange MAXIMUM flow gallons per minute (gpm) of a 5/8 x 3/4 inch meter divided into the midrange MAXIMUM flow of the meter to be evaluated. The resulting number shall be used as a multiplier times the capacity fee for a 5/8 x 3/4 inch meter to determine the large meter capacity fee. Meters will be sized using American Water Works Association Manual, AWWA No. M22. Sizing will be submitted to the City by the developer or owner for City review.

Where the capacity charge is based on volume, said charge will initially be calculated based on an estimate of flowage agreed upon by the City and the customer and will be adjusted based upon the volume of the highest consecutive twelve (12) month period for the thirty-six (36)



~~months immediately following commencement of service or assessment of an additional capacity charge.~~

When the capacity charge results from an increase in meter size the charge shall be adjusted to the difference between the charge for the new size meter and the charge for the previous size meter BASED ON THE CURRENT CAPACITY FEES. NO REFUND SHALL BE MADE IN THE CASE OF REDUCED VOLUME OF DISCHARGE FROM A CHANGE OF USE.

~~C. The Division shall review all customer accounts with meters larger than four inches (4") on an annual basis and assess an additional capacity charge when the annual average demand increases by twenty percent (20%) or more. The additional capacity charge will be calculated using the recommended meter size by AWWA Manual No. M22 or equating to equivalent 5/8 x 3/4 inch meters but substituting for demand the difference between actual current demand, as determined by the previous twelve (12) month average, and the demand used to calculate the previous capacity charge assessed upon the customer.~~

C. CAPACITY FEE INSTALLMENT PAYMENTS. CAPACITY FEES MAY BE PAID FOR BY INSTALLMENT PAYMENTS IN ACCORDANCE WITH THE FOLLOWING CONDITIONS:

1. A CAPACITY FEE THAT TOTALS AN AMOUNT GREATER THAN ONE HUNDRED THOUSAND DOLLARS (\$100,000) MAY BE PAID AS FOLLOWS:

A. NO LESS THAN ONE-THIRD (1/3) OF THE TOTAL CAPACITY FEE DUE IS TO BE PAID UPON RECEIPT OF THE APPLICATION FOR CONNECTION TO THE WATER SYSTEM.

B. THE BALANCE DUE OF THE CAPACITY FEE IS TO BE PAID IN EQUAL MONTHLY INSTALLMENTS OVER NO MORE THAN THIRTY-SIX (36) MONTHS TO INCLUDE AN INTEREST RATE CALCULATED TO BE THE PRIME RATE + 1/2% AT THE TIME OF THE APPLICATION.

C. THE CUSTOMER MAY BE REQUIRED TO SECURE THE BALANCE DUE TO THE CITY BY A LETTER OF CREDIT DRAWN IN FAVOR OF THE CITY, OR IN ANY OTHER FORM OF SECURITY SATISFACTORY TO THE CITY MANAGER, CITY ATTORNEY AND MANAGEMENT SERVICES DIRECTOR.

**7-03-001-0012 WATER REVENUE FUND**

There is hereby created a fund to be known and kept as the "water fund". Said fund shall be applied exclusively to the payment of the expense of operating, maintaining and keeping in repair the said water system, the payment of interest of any bonds issued for the purpose of construction of waterworks, and the establishment and continuance of a sinking fund.

**7-03-001-0013 CITY WATER MAIN EXTENSION POLICY**

A. Definitions: For the purpose of this Section, the following words and phrases shall have the meanings respectively ascribed to them herein, unless the text clearly indicates otherwise.

DEVELOPER AND OWNER: Any person or persons engaged in the requesting and financing of a water main extension beyond the present City water mains to one or more parcels of land.

The term includes subdividers, industrial developers, private property owners and companies, who improve platted or unplatted property.

CITY: The word "City" shall mean the City of Flagstaff in the County of Coconino, State of Arizona, except as otherwise indicated.

MAIN: Any water line which constitutes or will constitute part of the City water system.

B. Size of Water Main Extensions: No water main will be installed with less than the minimum pipe size dictated by good engineering practice, and adopted standards set forth in the Uniform Building Code (current adopted edition), Uniform Fire Code (current adopted edition), General Construction Standards and Specifications of the City, current subdivision regulations, or the general land use plan currently adopted.<sup>1</sup> In no case shall any water main be of a size less than six inches (6") for residential areas and eight inches (8") for commercial and industrial areas.

1. Section 8-10-001-0001; Title 8 of the City Code, respectively

C. Replacement or Repair: All persons or other entities who create, cause to be built or build any such extensions of any services as contemplated herein, shall also pay for any and all such replacements as becomes necessary as a direct or indirect result of the creation, building or construction of such extensions. For example, repairs or replacement of sidewalks, paving or other utilities damaged or disturbed during the building of water line extensions.

D. Agreement Between City and Developer-Owner: Before the extension of any water main shall be made to serve a subdivision, platted or unplatted property, or any existing main tapped to provide service for any individual or unplatted property, the developer-owner desiring such service shall execute an agreement with the City which shall include in the following:

1. A warrant of workmanship QUALITY and material for mains and facilities installed which shall run to the benefit of the City for a period of at least one year, from the date of acceptance by the City.
2. A diagram of all property which may be served by any main and appurtenances upon completion and acceptance of the work by the City.
3. A statement that the City acquires ownership of any main and appurtenances upon completion and acceptance of the work by the City.
4. A statement of the developer-owner's proportionate share of the cost for previously installed mains, if any reimbursement agreements are in existence concerning the line.

E. Costs of Extension: The developer causing an extension of water mains shall pay in full for the rights of way and easements, the purchase, construction and installation of the lines, pipes, mains, fire hydrants and all other extension costs. However, the City reserves the right to increase the diameter of the main extension if it is deemed advisable, but under the condition that the laid cost of the main extension of the larger diameter pipe to the developer will not exceed the laid cost of the same extension of a size necessary to serve solely the proposed development.

F. Penalty: Any person who excavates or causes an excavation to be made for the purpose of laying any water lines or pipes in the public streets, alleyways or other property of the City

without first complying with the provisions hereof, shall be subject to a fine of not less than two hundred dollars (\$200.00) nor more than three hundred dollars (\$300.00). A separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

## **7-03-001-0014 WATER CONSERVATION**

### **A. Definitions:**

1. **Commercial Provision:** An agreement between the WATER SERVICES Utilities Division and a commercial customer where compliance with the Strategy Level may cause unreasonable economic hardship. A Commercial Provision may be applied for by a business that requires a water use for its day-to-day business operation to succeed. There is no fee associated with obtaining a Commercial Provision. Commercial Provisions shall not be considered for aesthetic landscaping purposes. Examples of businesses that may request a Commercial Provision include, but are not limited to, landscapers and nurseries. A request for a Commercial Provision shall be made in writing to the WATER SERVICES Utilities-Director and shall include the nature of the business, the anticipated water usage per day, and what steps are being taken to conserve water at the business location. Approval and denial commercial provision letters shall be copied to the City Manager and City Council for informational purposes.
2. **Emergency Authority:** Authority to make operational adjustments and/or changes to the potable water and reclaimed water system for the purpose of protecting the system from damage, maintaining water supply, or restoring the system to operation after a system failure. This includes authority to mix potable water with reclaimed water for the purpose of protecting the system from imminent system damage.
3. **Even-numbered address:** Any street address ending in; zero (0), two (2), four (4), six (6), or eight (8).
4. **Irrigate:** To supply land or crops with water by means of pipes or hoses.
5. **Odd-numbered address:** Any street address ending in; one (1), three (3), five (5), seven (7), or nine (9).
6. **Potable Water:** Water that is safe and satisfactory for drinking and cooking.<sup>1</sup>
7. **Reclaimed Water:** Water that has been treated or processed by a wastewater treatment plant or an on-site treatment facility. (ARS 49-201.31)
8. **Resource Status I:** When water demand is equal to or less than safe production capability.
9. **Resource Status II:** When water demand exceeds safe production capability for five (5) consecutive days.
10. **Resource Status III:** When water demand exceeds total production capability and the amount of water in storage may impair fire protection for the City.
11. **Safe Production Capability:** 90% of total water resources available measured in million gallons per day (MGD), based on potable water production and distribution components.

12. Special Provision: An agreement between the WATER SERVICES Utilities-Division and a large-volume irrigator allowing special hours of irrigation due to public access concerns or hydraulic constraints.
13. Surcharge: To charge an additional fee, cost, or levy.
14. Total Production Capability: The total water resources available measured in million gallons per day (MGD), based on potable water production and distribution components.
15. Unreasonable Economic Hardship: A hardship where a business' ability to operate using normally accepted practices is adversely affected by the water restriction.
16. Water Availability Strategy: An effort initiated to ensure the availability of adequate water resources for the future, and in times of emergency.
17. Wasting Water: To use or expend water thoughtlessly or carelessly. Examples include, but are not limited to, allowing water to run into the street/gutter, allowing water to pool, irrigating during precipitation events, and failing to repair water leaks. The determination of Wasting Water shall be made by a representative of the City of Flagstaff.

<sup>1</sup> Symons, James M. et al., The Drinking Water Dictionary (American Water Works Association, 2001), P. 333.

B. The City Manager, upon the recommendation of the WATER SERVICES Utilities-Director, after notification to the City Council is hereby authorized to declare and suspend Water Availability Strategies and elements of Strategies. The Strategies may be initiated and suspended based upon Resource Status Levels, or other pertinent information, which evaluate the relationship between water demand and municipal safe production capability.

C. The WATER SERVICES Utilities-Division has emergency authority to take operational measures deemed necessary to protect the potable and reclaimed water systems.

D. Augmentation of the reclaimed water system with potable water except as referenced in Paragraph C shall require prior approval of the City Manager, upon the recommendation of the WATER SERVICES Utilities-Director and after notification to the City Council.

E. The following Water Availability Strategies shall govern the use of City water by any user of the City potable water system, as prescribed below:

1. Strategy I: Water Awareness (may implement with Resource Status I). Conserve water, in and outside of the home, using the best practices available to minimize waste. Water users are specifically encouraged to landscape with plant materials requiring little or no supplemental irrigation water. The following uses are restricted or prohibited.

No person shall:

- a. Irrigate between the hours of 9 AM and 5 PM. Even-numbered street addresses shall irrigate Wednesday, Friday, and Sunday. Odd-numbered street addresses shall irrigate Tuesday, Thursday, and Saturday. No irrigation shall be allowed on Monday. Daily hand watering with a hose or watering can is allowed. Strategy I irrigation hours

shall apply to hand watering. Water use for maintenance of irrigation systems is permitted during all times of the day.

- b. Use water from a fire hydrant unless for public health or safety, or with the authorization of the WATER SERVICES ~~Utilities~~-Division.
- c. Waste water, as defined in section A.
- d. Irrigate golf courses with potable water.

New landscape permits. Daily irrigation of new landscape may be allowed for elective landscaping and will be allowed for required landscaping by obtaining a permit from the Water Conservation Office. The permit shall be good for a maximum of thirty (30) days. The fee for the permit shall be ten dollars (\$10) to cover administration and printing, and shall be adjusted to cover changing costs. The permit shall be obtained prior to landscape installation and prominently posted at the irrigation site. The determination of provision of an elective landscaping permit shall be made by a representative of the WATER SERVICES ~~Utilities~~-Division and may be appealed by the applicant to the Flagstaff Water Commission if thought to be unreasonably denied. The decision of the Water Commission shall be final. Strategy I irrigation hours shall apply to irrigation permits.

2. Strategy II: Water Emergency (may implement with Resource Status II). In addition to the requirements of Strategy I, the following uses are restricted or prohibited.

No person shall:

- a. Irrigate or wash vehicles, except as provided. Even-numbered street addresses are restricted to said uses on Wednesday, Friday, and Sunday. Odd-numbered street addresses are restricted to said uses on Tuesday, Thursday, and Saturday. No outdoor watering activity shall be allowed between the hours of 9 AM and 5 PM. Vehicle washing for public health and safety shall be exempt. This restriction shall not apply to commercial car washes.
- b. Wash paved areas such as drives, sidewalks and tennis courts, or buildings, except for health or safety. Restriction shall not apply to commercial high pressure water blasting for maintenance or construction purposes during strategy II. The use of Reclaimed Water for said uses shall not be restricted.
- c. Use potable water for filling ornamental fountains, artificial ponds or streams.
- d. Fill recreational swimming pools, spas, or wading pools holding more than one hundred (100) gallons.
- e. Use potable water for major construction activity, such as dust control, soil compaction, or street cleaning. Major construction activity shall be considered that activity requiring the use of a hydrant meter for the dispensing of potable water or obtaining the water from City of Flagstaff standpipes.

Single-Family Residential, and all lawn meter rates shall increase to one hundred fifty percent (150%) of the established rate for any water consumption between six thousand two hundred one (6,201) and eleven thousand five hundred (11,500) gallons. Rates shall increase to two

hundred percent (200%) of the established rate for any water consumption greater than eleven thousand five hundred one (11,501) gallons per billing cycle. Rate increases shall take effect with the billing cycle(s) following the implementation of Strategy II.

Multi-family, Commercial, Industrial, and Institutional water rates shall increase to 120% of the established rate. The rate increase shall take effect with the billing cycle(s) following the implementation of Strategy II.

Potable water standpipe rates shall increase to one hundred thirty percent (130%) of the established rate. The rate increase shall take effect upon implementation of Strategy II. Standpipe water shall be limited to uses within a twenty-five (25) mile radius of City Hall. Standpipe water shall not be used for major construction activity, dust control, irrigation of decorative landscaping and/or turf.

No new elective or required landscaping permits shall be issued. Landscaping not installed and required by the City of Flagstaff to meet the Land Development Code will not delay a Certificate of Occupancy to be issued providing its installation is delayed as a result of a suspension of new landscaping permits and a surety is provided acceptable to the Community Development Division.

Upon suspension of Strategy II, rates shall return to their respective level with the billing cycle(s) following the date of the suspension, or in the case of standpipe rates, upon suspension.

3. Strategy III. Water Crises (may implement with Resource Status III). In addition to the requirements of Strategy I and Strategy II, the following uses are restricted or prohibited.

No person shall:

- a. Use any potable water for outside use.
- b. Use fire hydrants, unless for public health, safety, and welfare by authorized government agencies only.
- c. Waste water intentionally or unintentionally. Specifically applies to all residential, commercial, industrial, and institutional use.
- d. Use potable water in violation of any other restriction deemed necessary by the City Council for the purpose of protecting the welfare of the citizens of Flagstaff.

No new Special or Commercial provisions shall be allowed unless approved by the Flagstaff City Council or the Water Commission.

D. Surcharges/Appeals:

1. A Surcharge of \$25.00 shall be assessed to the account of record for a violation of Strategy I.
2. A Surcharge of \$50.00 shall be assessed to the account of record for a violation of Strategy II.

3. A Surcharge of \$100.00 shall be assessed to the account of record for a violation of Strategy III.
4. Surcharges shall double for every repeat violation. Each succeeding Surcharge under the prevailing strategy level may be twice the previous Surcharge assessed for the previous violation.
5. A commercial water hauler determined to be violating the standpipe restrictions shall pay a surcharge equal to that for the appropriate Strategy Level prior to the receipt of additional water.
6. The assessment of the Surcharge may be informally appealed, in writing, within fourteen (14) calendar days of the notice of the Surcharge assessment. The written appeal shall be received by the City of Flagstaff WATER SERVICES ~~Utilities~~-Division within said fourteen (14) day time limit or the right to such appeal shall be permanently waived. Address all Surcharge-related correspondence to:

City of Flagstaff WATER SERVICES ~~Utilities~~-Division  
Water Conservation Program Manager

2323 N WALGREENS ST, SUITE 1 ~~211 West Aspen Avenue~~  
Flagstaff, AZ 86004 ~~86001~~

### **7-03-001-0015 CROSS CONNECTION CONTROL**

#### **A. Definitions.**

Approved: The term "approved" as herein used in reference to a water supply shall mean a water supply that has been approved by the Arizona Department of Environmental Quality (ADEQ) and the City of Flagstaff.

The term "approved" as herein used in reference to backflow prevention assemblies or methods shall mean an approval by the City of Flagstaff, WATER SERVICES ~~Utilities~~-Division based on a favorable laboratory and field evaluation report by a testing laboratory recognized by the Division.

Assembly: Any system for backflow protection consisting of more than one component and having been tested as one unit, and approved as one unit by the Division.

AWWA: American Water Works Association.

Backflow: The undesirable reversal of flow of water or mixtures of water and other liquids, gases, or other substances into the distribution pipes of the potable water supply from any source or sources. Backflow is caused by either backpressure or backsiphonage.

Backflow prevention assembly approval: Any backflow prevention assembly equipped with test cocks shall have been issued a certificate of approval by the USC Foundation for Cross-Connection Control and Hydraulic Research. Any backflow prevention assembly not equipped with test cocks shall be certified by a third-party entity unrelated to the product's manufacturer or vendor and approved by the Arizona Department Of Environmental Quality (ADEQ). A backflow

prevention assembly not listed by USC-FCCCHR cannot be used for containment, fire line or landscape protection.

**Backflow prevention method:** A backflow prevention method may be approved by the City of Flagstaff if it is contained in the most current edition of the USC-FCCCHR Manual of Cross-Connection Control.

**Backflow Prevention Assembly Tester (registered):** A person who is currently certified by an authority recognized in the Arizona Department of Environmental Quality regulations and is approved and registered with the City of Flagstaff to test, repair, and maintain backflow prevention assemblies.

**Backpressure:** Any Elevation of pressure in the customer's water distribution system (by pump, elevation of piping, or steam and/or air pressure) above the public potable water supply pressure which could cause a reversal of the normal direction of water flow from the consumer's water supply system into the public potable water supply system.

**Backsiphonage:** A form of backflow due to a reduction in the public water supply system pressure which causes a negative or sub-atmospheric pressure to exist at a site in the water system. A reversal in the normal flow of water results.

**Check Valve –** A valve that allows free flow in one direction and stops flow in the other direction.

**Close as practicable:** Is the point nearest the service connection where the assembly can be installed. Where the assembly installation location may interfere with obstacles such as driveways and sidewalks, then close as practicable is the nearest point after the obstacle, but in no event beyond the first tap.

**Compliance date:** The annual date by which the annual backflow prevention assembly compliance test report must be received by the City of Flagstaff Cross Connection Control office.

**Consumer or Customer:** The owner, official custodian or person in control of any premises or any property supplied by or in any manner connected to the City of Flagstaff public water supply system.

**Contamination:** An impairment of the quality of the water which creates an actual hazard to the public health through poisoning or through the spread of disease by sewage, industrial fluids, waste, etc.

**Cross-Connection:** Any unprotected actual or potential connection or structural arrangement between a public or a consumer's potable water system and any other source or system through which it is possible to introduce into any part of the potable system any used water, industrial fluid, gas, or substance other than the intended potable water with which the system is supplied. By-pass arrangements, jumper connections, removable sections, swivel or change-over devices and other temporary or permanent devices through which or because of which "backflow" can or may occur are considered to be cross-connections.

**Division:** The City of Flagstaff, Water Services Division.



Hazard: A cross connection or potential cross connection between the public water supply and a private plumbing system involving any substance that could, if introduced into the public water supplies, be aesthetically objectionable or a nuisance (pollution), cause severe damage to the physical facilities of the public water supply systems, cause death, illness, or spread disease (contamination), or have a high probability of causing such effects.

Hazard, Degree of: Evaluation of the potential risk to the public health and/or adverse effects upon the potable water supply system. Health hazards shall be classified as contamination while non-health hazards shall be classified as pollution.

Health Hazard: Any condition, device or practice in a water system or its operation resulting from a real or potential danger to the health and well-being of consumers. The word "severe" as used to qualify "health hazard" means a hazard to the health of the user that could be expected to result in death or significant reduction in the quality of life.

Improper: Not functioning within the manufacturer's or City of Flagstaff's specifications or the requirements of this section.

Inspection: A visual examination of a premise or any backflow protection equipment, materials, workmanship QUALITY OF WORK and operational performance.

Maintenance: Work performed or repairs made to keep backflow prevention assemblies operable and in compliance.

O.S. & Y. Valve: Outside screw and yoke control valve for fire sprinkler systems.

Pollution: An impairment of the quality of the water to a degree which does not create a hazard to the public health but which does adversely and unreasonably affect the aesthetic qualities of such waters for domestic use.

Proper: Functioning within the parameters of the manufacturer's and City of Flagstaff's specifications and the requirements of this article.

Public water supply system: All mains, pipes and structures owned and/or maintained by the City of Flagstaff, through which water is obtained and distributed to the public, including wells and well structures, intakes and cribs, pumping stations, treatment plant reservoirs, storage tanks and appurtenances, collectively or separate, actually used or intended for use for the purpose of furnishing potable water.

Reclaimed water: Wastewater that has been sufficiently treated by the City of Flagstaff's water reclamation plants for approved use, and is provided through the City of Flagstaff's reclaimed water system.

Retrofit: Furnish new parts, equipment, or method of installation, any existing assembly that does not meet the requirements of this ordinance in such a way that will bring the assembly into compliance with this Ordinance.

Service Connection: The terminal end of a water tap from the public potable water system, (i.e. where the water purveyor may lose jurisdiction and sanitary control over the water at its point of delivery to the consumer's water system). If a city-owned meter is installed at the end of the service connection, then the service connection shall mean the discharge end of the meter.

Service Protection: The acceptable backflow prevention method installed between a City of Flagstaff's water meter and a customer's private plumbing system.

Testing: An authorized procedure to determine the operational and functional status of a backflow prevention assembly.

B. Purpose and Application.

1. To protect the public water supplies of the City of Flagstaff from the possibility of contamination or pollution by preventing the backflow of contaminants and pollutants into the public water supply systems.
2. To promote the elimination or control of cross-connections, actual or potential, between a customer's internal water systems, plumbing fixtures, industrial piping systems, and the public water supply.
3. To provide for a continuing program of cross-connection control which will prevent the contamination or pollution of the public water supply systems.
4. To implement the requirements of the most current AAC pertaining to the cross-connection control program requiring public water systems to protect against backflow, and to this end, this chapter shall be construed and applied consistently with the requirements of the most current AAC.

C. General Requirements.

1. Cross-connections prohibited. Connections between the public water supply system and other systems or equipment containing water or other substances of unknown or questionable quality are prohibited except when and where approved backflow prevention assemblies or methods are installed or implemented, tested and maintained to Division specifications to insure proper operation on a continuing basis.
2. Rights and Responsibilities of the Division. It shall be the right and responsibility of the Division to evaluate and investigate as deemed necessary, industrial and commercial properties served by the public water supply to determine whether actual or potential hazards to the public water supply exist. Such evaluations and investigations shall be repeated as often as the Division deems necessary.

It shall also be the right and responsibility of the Division to require the installation and annual testing of backflow prevention assemblies at any premises or property where such potential or actual hazards are found to exist.

3. Responsibility of the Consumer. The consumer, as defined by Section 7-03-001-0015(A), shall be responsible and financially obligated for the protection of the public water supply system from the possibility of contamination or pollution due to backflow or backsiphonage of contaminants through the customer's water service connection into the public potable water system.
4. Existing Facilities.

a. All presently installed backflow prevention assemblies, devices, or methods which do not meet the requirements of the Division and/or applicable state or federal regulations but were approved for the purposes described herein at the time of installation shall be evaluated for their ability to efficiently and satisfactorily protect the public water system from potential or existing cross connections with the private water supply. If, upon such evaluation, the Division determines that an existing device, method or assembly does not meet existing requirements, the customer shall at their own expense, upon due written notice and within the prescribed time indicated on the notice; retrofit, replace or modify the installation of such to meet current standards or show just cause for noncompliance.

b. Whenever an existing device, method or assembly is removed or moved from the present location, requires more than minimum maintenance, or when the Division finds that the maintenance constitutes a hazard to health, the unit shall be replaced by an approved backflow prevention assembly meeting the requirements of these regulations.

c. If an existing facility undergoes construction for improvements or change of use, the installed backflow assemblies will be evaluated for hazard. If it is found the current backflow assembly(ies) is inadequate protection, the customer will be required to replace with a device suited for the hazard.

5. New Facilities.

a. New facilities shall present their plans for review by an authorized representative of the Division for determination of cross-connection hazards.

b. All backflow prevention assemblies to be installed shall be shown on all required building and engineering plans. No installation of assemblies shall be made unless these plans are reviewed and approved by an authorized representative of the Division.

c. During construction of new facilities, water shall not be used for construction purposes until the containment backflow assembly has been tested.

d. All assemblies shall be inspected by an authorized representative of the Division upon installation and the consumer shall provide written verification that the assembly has been successfully tested as described in subsection (K) of this section, prior to issuance of certification of occupancy. Water service may be withheld if the assembly is not installed and tested in accordance with this chapter and Division requirements.

6. Adoption of Public Record. The most current edition of the USC-FCCCHR Manual of Cross-Connection Control.

D. List of Backflow Prevention Methods. A backflow prevention method shall be any assembly or other means designed to prevent backflow. The following are the recognized backflow prevention methods which the City of Flagstaff may require (in order of degree of protection):

1. Air Gap (AG): The unobstructed vertical distance through the free atmosphere between the opening of the pipe or faucet supplying potable water to a tank, plumbing fixture or other device. An approved air gap shall be at least double the effective opening of the supply pipe or faucet and in no case less than one (1) inch above the flood rim.

2. Reduced Pressure Principle Assembly (RPA or RP): An assembly containing two (2) independently acting approved check valves together with a hydraulically operating, mechanically independent pressure differential relief valve located between the check valves, and at the same time, below the first check valve. The assembly shall include properly located test cocks and tightly closing shutoff valves located at each end of the assembly.
3. Reduced Pressure Principle Detector Assembly (RPDA): An assembly composed of a line sized approved reduced pressure principle assembly with a bypass containing a specific water meter and an approved reduced pressure principle assembly.
4. Double Check Valve Assembly (DCVA or DC): An assembly composed of two (2) independently acting, approved check valves, including tightly closing shutoff valves located at each end of the assembly and fitted with properly located test cocks.
5. Double Check Detector Assembly (DCDA OR DDCVA): An assembly composed of a line size approved double check valve assembly with a bypass containing a specific water meter and an approved double check valve assembly.
6. Pressure Vacuum Breaker Assembly (PVB): An assembly containing an independently operating, loaded check valve and an independently operating, loaded air inlet valve located on the discharge side of the check valve. The assembly shall be equipped with properly located test cocks and tightly closing shutoff valves located at each end of the assembly.
7. Spill-Resistant Pressure Vacuum Breaker (SVB): An assembly containing an independently operating internally loaded check valve and an independently operating loaded air inlet valve located on the discharge side of the check valve. The assembly shall be equipped with a properly located resilient seated test cock, properly located bleed/vent valve and tightly closing resilient seated shutoff valves located at each end of the assembly.
8. Repealed by Ord. 2021-09.
9. Repealed by Ord. 2021-09.

E. Backflow Prevention Methods Required.

1. The following conditions shall warrant the installation of an approved backflow prevention assembly:
  - a. When the City of Flagstaff determines that the water supplied by the public water systems may be subject to contamination or pollution, an approved backflow prevention method shall be required at every service connection to a customer's water system. The customer shall install the required backflow protection within the time specified by the City of Flagstaff. In determining the time in which backflow protection shall be installed, the City of Flagstaff shall consider the degree of hazard potential to the public water supplies.
  - b. The backflow prevention method required shall be determined by the City of Flagstaff. The method required by the City of Flagstaff shall be sufficient to protect against the hazard potential as stated in the most current edition of the University of

Southern California Foundation for Cross-Connection Control and Hydraulic Research (USC-FCCCHR) Manual of Cross-Connection Control.

- c. Premises with internal cross-connections which the division determines to be noncorrectable, or premises with plumbing systems so intricate that a cross-connection inspection is impossible or impractical.
- d. Premises with security restrictions or other access prohibitions which make cross-connection inspections impossible or impractical.
- e. Premises with an existing unprotected cross-connection or with a history of cross-connection violations.

2. Whenever the following items exist or activities are conducted on premises served by the public water systems, a potential hazard to the public water supplies shall be presumed, and a backflow prevention method of the type specified herein for that item or activity must be utilized or installed at each service connection for that premises. If an activity or item is not on the following list, it shall be evaluated by the City of Flagstaff and a method of backflow prevention will be determined.

- a. Cooling tower, boiler, condenser, chiller, and other cooling systems: RP.
- b. Tank, vessel, receptacle, and all other water connections, including mobile units, except emergency vehicles and private swimming pools: RP.
- c. Ice maker (other than a residential service): RP.
- d. Water-cooled equipment, boosters, pumps or autoclaves: RP.
- e. Water treatment facilities and all water processing equipment (other than residential water softeners): RP.
- f. Bottle washer, bedpan washer, garbage can washer: RP.
- g. Pesticide, herbicide, fertilizer, and chemical applicators (other than typical in-home use): RP.
- h. Aspirator: RP.
- i. Commercial dishwashers, food processing and/or preparation equipment, carbonation equipment or other food service processes: RP.
- j. Decorative fountain, baptismal, nonresidential swimming pool or spa, or any location water is exposed to atmosphere: RP.
- k. X-ray equipment, plating equipment, or any other photographic processing equipment: RP.
- l. Auxiliary water supply and/or connections to unapproved water supply systems: RP.

- m. Reclaimed water sites with potable water connections: RP on the potable meter, AG between feed line from supplemental domestic water supply to a holding tank to reclaim water lines.
- n. Recreational vehicle dump stations (sewer), or any other location where water may be exposed to bacteria, virus or gas: RP.
- o. Any premises on which chemicals, oils, solvents, pesticides, disinfectants, cleaning agents, acids or other pollutants and/or contaminants are handled in a manner by which they may come in direct contact with water, or there is evidence of the potential to contact water: RP.
- p. Materials and piping systems unapproved by the currently adopted City of Flagstaff Plumbing Code or Environmental Protection Agency (EPA) for potable water usage: RP.
- q. Separately metered or unprotected irrigation systems, and construction water services: RP or PVB/SVB as allowed.
- r. Any premises where a cross-connection is maintained or where internal backflow protection is required pursuant to the City of Flagstaff adopted plumbing code: RP.
- s. Multimetered properties with more than one (1) meter connected to another or any building three (3) stories or greater than thirty-four (34) feet in height from service level: RP.
- t. Fire systems – AWWA Classes 1 and 2 and all systems constructed of a piping material not approved for potable water pursuant to the City of Flagstaff Plumbing Code: DCVA (DC) or Double Detector CVA (DCDVA): DC residential fire sprinklers shall be exempt from this requirement.
- u. Fire systems – AWWA Class 3, 4, 5, 6: RP or RP with detector.
- v. Fire systems which require backflow protection and where backflow protection is required on the industrial/domestic service connection that is located on the same premises, both service connections will have adequate backflow protection for the highest degree of hazard affecting either system: RP.
- w. Any premises which has a source of water supply that is not accepted by the public water system or not approved by the Arizona Department of Environmental Quality: RP or AG as determined by the City of Flagstaff.
- x. Any premises where an unprotected cross-connection exists or where there has previously occurred a cross-connection problem within the premises: AG or RP as determined by the City of Flagstaff.
- y. Any premises where there is a significant possibility that a cross-connection problem will occur and entry onto the premises is restricted to the extent that cross-connection inspections cannot be made with sufficient frequency or on sufficiently short notice to assure that unprotected cross-connections do not exist: RP or AG as determined by the City of Flagstaff.

- z. Multi-use commercial property: RP.
- aa. Properties with active private wells: RP.
- bb. Consecutive systems, when required by the City of Flagstaff: RP.
- cc. Fire hydrant/construction water: RP.
- dd. Jumper connection to new water mains: RP.
- ee. Post mix soda machine with a carbonator: ASSE 1022.
- ff. Shampoo sink: RP.
- gg. Brewery, distillery, meadery, or alcohol making process: RP OR AG.
- hh. Hospitals and medical offices: RP.

F. Installation Requirements.

1. The Division shall use the most current edition of the USC-FCCCHR Manual of Cross-Connection Control for list of approved assemblies.
2. Backflow prevention assemblies shall have a diameter at least equal to the diameter of the service connection.
3. Backflow prevention assemblies shall be installed and maintained by the customer, at the customer's expense and in compliance with the standards and specifications adopted by the City of Flagstaff at each service connection. The customer is responsible for notifying the City of Flagstaff Industrial Pretreatment Section of any installation, repair, relocation, removal, or replacement.
4. The approved assembly shall be installed above ground, as close as practicable, to the service connection before the first branch line leading off the service line, and in a hot box with electricity for heat. The heated enclosure must be ASSE 1060 certified or similar. The electrical for the heat must be installed in accordance with City-approved building code and City Engineer standard drawing 19-02-025. Assemblies shall be installed per manufacturer's specifications with adequate clearances for testing and maintenance, and not installed in a meter box, pit or vault.
  - a. Where containment at the property line cannot be achieved or is waived based on extenuating circumstances, installation within a building can be completed, provided a City of Flagstaff Attorney-approved "Backflow Prevention Assembly Hold Harmless Agreement" is signed by the property owner and notarized. This document must be received and approved by the City of Flagstaff Industrial Pretreatment Supervisor prior to the installation of the backflow prevention assembly. The interior installation of a backflow assembly must be done as close as practicable to the incoming water line.

- b. Internal installations shall have clearance on all sides and ends for testing and maintenance. RP and DC assemblies must have twelve (12) inch bottom clearance from lowest point on the assembly (i.e., relief valve on RP style).
5. When a customer requires a continuous water supply, two (2) backflow prevention assemblies shall be installed parallel to one another at the service connection to allow a continuous water supply during testing, repair and/or maintenance of the backflow prevention assemblies. When backflow prevention assemblies are installed parallel to one another, the sum of the cross-sectional diameters of the assemblies shall be at least equal to the cross-sectional diameter of the service connection or service line piping at the point of installation and the assemblies shall be of the same type.
6. For an AG installation all piping installed between the user's connection and the receiving tank shall be entirely visible unless otherwise approved in writing by the City of Flagstaff Industrial Pretreatment Section.
7. Any property with more than one (1) water service connection shall install backflow prevention assemblies on each service connection to the property, unless otherwise designated by the Division.
8. Fiberglass insulation cannot be wrapped or otherwise placed around a backflow prevention assembly as a form of freeze protection as it allows condensation to occur and subsequent degradation of the backflow prevention assembly. There must be adequate air flow around the backflow prevention assembly to prevent the formation of condensation on the assembly or for a purge event by a RP relief valve.
9. All test cocks and relief ports on a backflow prevention assembly must be accessible for testing and for release of water from the relief port during a discharge event.
10. PVB, AVB, or RP backflow assemblies are approved for irrigation systems. Valves shall not be installed downstream from an AVB. If chemicals will be used, a RP assembly is required.
11. If a customer fails to install a backflow prevention assembly pursuant to this chapter, the City of Flagstaff shall discontinue water service and assess a compliance fee pursuant to this chapter.
12. If, in the judgment of the Division, an approved backflow prevention assembly is necessary for the protection of the public water system, the Division shall give notice to the consumer to install such. The consumer, after due written notice and within the prescribed time indicated on the notice, shall install such approved assembly(ies) at their own expense. Installation of such assembly(ies) shall be in accordance with the manufacturer's instructions, and the Division's installation requirements. Installation of the backflow prevention assembly must be completed within the time specified in the notice to install or within forty-five (45) days of the water meter installation. A time extension may be granted by the City of Flagstaff provided no cross-connection hazards exist at the site.
13. A backflow prevention assembly for containment or landscape may need to have a pressure reducing valve upstream of it if the water line pressure is higher than eighty (80) psi. This does not apply to fire lines.



G. Installation of Backflow Prevention Assemblies for Fire Systems.

1. Fire protection systems may consist of sprinklers, hose connections, and hydrants for commercial, industrial or residential structures and services. Sprinkler systems may be dry or wet, open or closed. Systems consisting of fixed-spray nozzles may be used indoors or outdoors for protection of flammable-liquid and other hazardous processes. It is standard practice, especially in cities, to equip automatic sprinkler systems with fire department pumper connections.
2. A meter (compound, detector check) should not be permitted as part of a backflow prevention assembly. An exception may be made if the meter and backflow prevention assembly are specifically designed for that purpose.
3. For cross-connection control, fire protection systems shall be classified based on water source and arrangement of supplies as follows:
  - a. Class 1: Direct connections from public water mains only; no pumps, tanks or reservoirs; no physical connection from other water supplies; no antifreeze or other additives of any kind; all sprinkler drains discharging to atmosphere, dry wells or other safe outlets.
  - b. Class 2: Same as class 1, except that booster pumps may be installed in the connections from the street mains. It is necessary to avoid drafting so much water that pressure in the water main is reduced below twenty (20) psi.
  - c. Class 3: Direct connection from public water supply main plus one (1) or more of the following: elevated storage tanks; fire pumps taking suction from above-ground covered reservoirs or tanks; and pressure tanks (all storage facilities are filled or connected to public water only, the water in the tanks to be maintained in a potable condition). Class 3 systems will require minimum protection (approved double check valves) to prevent stagnant waters from backflowing into the public potable water system.
  - d. Class 4: Directly supplied from public mains like classes 1 and 2, and with an auxiliary water supply on or available to the premises; or an auxiliary supply may be located within one thousand seven hundred (1,700) feet of the pumper connection. Class 4 systems will require backflow protection at the service connection. The type (air gap or reduced pressure) will depend on the quality of the auxiliary supply.
  - e. Class 5: Directly supplied from public mains, and interconnected with auxiliary supplies, such as: pumps taking suction from reservoirs exposed to contamination, or rivers and ponds; driven wells, mills or other industrial water systems; or where antifreeze or other additives are used. Class 4 and 5 systems will need maximum protection (air gap or reduced pressure) to protect the public water system.
  - f. Class 6: Combined industrial and fire protection systems supplied from the public water mains only, with or without gravity storage or pump suction tanks. Class 6 system protection would depend on the requirements of both industry and fire protection and could only be determined by a survey of the premises.
4. Installation of Assembly.

a. When a backflow assembly is required for a water service connection supplying water only to a fire system, the assembly shall be installed on the service line in compliance with standard specifications adopted by the City. Installation of DC or DCDVA may be allowed on fire systems with the City of Flagstaff approval provided both the manufacturer's specifications and U.S.C. approval allow such an installation.

b. RP's for fire line assemblies may be installed inside a fire riser room provided they have an adequate drain for a full port discharge for the size of the assembly per the manufacturer's specifications into the sanitary sewer system, not the storm water system. If a drain cannot be provided that can contain a full port discharge to the sanitary sewer system from a fire line with chemical additives such as anti-freeze or glycerin, the assembly must be installed outside the building in an insulated enclosure with electricity for a heat source for freeze protection and a check valve must be installed in the system to prevent the discharge of antifreeze onto the ground.

5. All backflow assemblies installed on fire sprinkler systems shall have a chain with a padlock from the first O.S. & Y. valve to the second O.S. & Y. valve, or an operable alarm system or both.

6. For looped fire lines, a DC or RP backflow prevention assembly is required on both ends of a private water main that is connected to the public water services at two (2) or more locations.

#### H. Removal Requirement.

1. It shall be unlawful for any person to alter, modify, bypass or remove a backflow prevention method without the written approval of the division.

2. If a device is removed without the approval of the City, the City reserves the right to visually inspect the piping to verify there is a physical separation and/or no piping is connected before an existing backflow assembly.

3. The device and piping shall be removed as close as possible to the main service connection and any property connections to mitigate the possibility of stagnating water in the piping.

4. A device will not be deactivated in the City's records unless there is a physical separation between the piping and no possibility of connecting the two (2) ends. An inspection of the removal by the City will need to be completed before removal from the records.

#### I. Inspections.

1. A customer's water system shall always be available during business operations for premises inspection by City of Flagstaff personnel and backflow prevention assembly testing, if necessary. The inspection shall be conducted to determine whether any cross-connection or other hazard potentials exist and to determine compliance with this chapter and modifications.

2. City of Flagstaff shall inspect all new sites, assembly installations, assembly relocations, assembly removal and assemblies that have been repaired for compliance.
3. A waived premises is a property for which the City of Flagstaff has determined there are currently no hazard potentials. All waived premises shall be inspected periodically or when there has been a change in owner/tenant or there has been a use change.
4. If a customer refuses entry to a premises for inspection during business operations, the City of Flagstaff may discontinue water service, require backflow prevention or take any steps allowed by law to gain entry to the premises.

J. Authorization.

1. Installation authorizations for the installation of all backflow prevention assemblies required by the City of Flagstaff shall be obtained from the City of Flagstaff prior to installation.
2. It shall be the duty of the person doing the work to notify the City of Flagstaff, in writing, that the work is ready for inspection. Such notification shall be given not less than twenty-four (24) hours before the work is to be inspected and shall be given only if there is reason to believe that the work done will meet current City codes and regulations.
3. Whenever any work is being done contrary to the provisions of the City's adopted plumbing code or this chapter, the City of Flagstaff or an authorized representative may order the work stopped by notice in writing served on any persons engaged in the doing or causing such work to be done; and any such person shall forthwith stop such work until authorized by City of Flagstaff to proceed with the work.

K. Maintenance and Testing.

1. The annual test compliance date shall be set by the City of Flagstaff Industrial Waste Section. The consumer shall have backflow prevention assemblies tested upon installation and at least once per year, or more frequently if deemed necessary by the Division, at the consumer's expense. If the Division determines that a health hazard exists, they may specify a more restrictive testing schedule.
2. The customer may request in writing a change of the annual test compliance date for any assembly. No compliance date may be changed to be more than twelve (12) months after the most recent test.
3. The consumer shall be responsible for maintenance of all backflow assemblies at his/her expense. If the Division or customer learns or discovers, during the interim period between tests that an assembly is defective or in unsatisfactory operating condition, the customer shall arrange for repairs. The customer shall have any necessary repairs performed by an appropriately licensed contractor, including replacement or overhaul of the assembly, if necessary, which will return the assembly to satisfactory operating condition within thirty (30) days of discovery. Such assembly shall be retested within thirty (30) days following repairs, until testing reveals no defects or unsatisfactory operating conditions.
4. All testing shall be performed by an individual who holds a valid "General" Tester Certification issued by the California-Nevada American Water Works Association (Cal-Nev

AWWA), the Arizona State Environmental Technical Training (ASETT) Center, or other certifying authority approved by the Division. A list of certified testers registered with the City of Flagstaff shall be available upon request to all persons required to install or maintain a backflow prevention assembly. Test procedures shall be performed as required by the ADEQ as set forth in the most current edition of the USC-FCCCHR Manual of Cross-Connection Control. The tester shall provide a copy of the test report to the customer and to the City of Flagstaff Industrial Pretreatment Section within five (5) working days from the date of the test and shall maintain a copy for their records for at least three (3) years.

5. No existing backflow prevention assembly shall be altered, disconnected or replaced without prior approval of the Division.
6. During construction, any new backflow assemblies must be tested before the water is used for any purpose, including construction uses.
7. Test cocks are to be used for testing only and shall be installed in accordance with Division requirements. Any unauthorized use of these test cocks is a violation of this code.
8. Each backflow prevention assembly shall be easily identified by displaying the following in a conspicuous manner on the assembly:
  - a. Manufacturer.
  - b. Model Number.
  - c. Serial Number.

This information must also be provided to the Division by the consumer promptly upon installation.

9. The customer shall maintain records of the results of all tests and all servicing, repairs, or replacements of the backflow prevention assembly. A copy of the records shall be provided to the City of Flagstaff within five (5) days after completion of the activity for which the record is made.
10. The consumer shall notify and receive approval from the City of Flagstaff Fire Marshal, at least twenty-four (24) hours in advance, of any maintenance or testing performed upon assemblies installed upon fire sprinkler systems which requires discontinuance of water supply to that system. Fire systems shall not be out of service for more than eight (8) consecutive hours due to testing, maintenance or repairs. The fire department shall be notified immediately of any changes in fire service status.
11. In lieu of discontinuance of service, City of Flagstaff may take action to install, test, repair, or replace a backflow device at the customer's point of service and bill the customer for all costs associated with the installation, test, repair, or replacement of a backflow prevention device.
12. The City of Flagstaff will return incomplete and erroneous test forms to the tester and customer for correction and resubmission by the compliance date. Information on submitted test forms can only be changed or modified by the tester who has signed the form and is

responsible for that test. Test reports must have a clear description of the location of the backflow device.

13. Test equipment shall be maintained and calibrated annually by an agency approved by the City of Flagstaff as required by the cross-connection manual. A copy of the annual equipment calibration certificates shall be submitted to the City of Flagstaff Industrial Pretreatment Section (or proctor) to maintain equipment registration and certification. Test equipment used on anything other than potable water backflow prevention assemblies shall not be used to test such assemblies and shall be identified as non-potable test equipment.

14. Testers shall register with the City of Flagstaff Industrial Pretreatment Section (or proctor) if they are conducting backflow assembly testing in City of Flagstaff service area. Testers shall submit a current copy of their certification or recertification upon registration. A City of Flagstaff registration issued to a backflow prevention assembly tester for testing backflow prevention assemblies in the City of Flagstaff service area may be revoked or suspended upon certification expiration or for improper testing, maintenance, reporting or other improper practices.

L. Enforcement.

1. Repealed by Ord. 2021-09. THIS CHAPTER WILL BE ENFORCED PURSUANT TO THE GENERAL ENFORCEMENT PROVISIONS FOUND IN CHAPTER 7-01, AND ANY ADDITIONAL SPECIFIC ENFORCEMENT PROCEDURES SET FORTH HEREIN.

2. When convicted of a violation of this chapter, any license previously issued to that person by the City may be revoked by the Flagstaff City Council or any proper court, if there may be reasonable relationship between the activities listed and the offense. Revocation of license shall not be considered a recovery of penalty so as to bar any other penalty being enforced.

3. The Division may deny or discontinue, after reasonable notice to the occupants thereof, the water service to anyone using the City of Flagstaff water distribution system or to any premises wherein any backflow prevention assembly or method required by these regulations is not installed, tested, maintained and repaired in a manner acceptable to the Division, or if required reports and/or records are not properly filed, or if it is found that the backflow prevention assembly or method has been removed or bypassed, or if an unprotected cross-connection exists on the premises. Reasonable notice shall be sent in writing at least two (2) weeks prior to the disconnection, unless the Division determines that a potential for a severe health hazard exists.

4. If the Division determines that a potential for a severe health hazard exists, the Division may immediately discontinue water service without notice. Notice by telephone will be given as soon as possible and written notice will be sent within five (5) days, following discontinuance of water service. Water service to such premises shall not be restored until the consumer has corrected or eliminated such conditions or defects in conformance with these regulations and to the satisfaction of the Division.

5. Fire sprinkler systems shall not be subject to disconnection without the explicit approval of the City Fire Marshal, but will be subject to other penalties as provided for in this chapter.

### 7-03-001-0016 WATER RESOURCE DEVELOPMENT FEE

New connections to the City water system shall pay the following Water Resource Development Fee for the purpose of retiring the debt required to develop water resources necessary to accommodate projected future City water demand. A customer increasing the meter size shall pay the difference between the water resource development fee for the new meter and that for the previous meter. No refund shall be made in the case of a reduced meter size. The Water Resource Development Fee shall expire on July 1, 2012.

### WATER RESOURCE DEVELOPMENT FEE

FOR

### PURCHASE OF RED GAP RANCH

METER SIZE (INCHES)	(EFFECTIVE 1-1-07)	(EFFECTIVE 1-1-08)	(EFFECTIVE 1-1-09)
3/4 X 5/8	\$462	\$938	\$1,400
1	\$792	\$1,608	\$2,400
1-1/2	\$1,551	\$3,149	\$4,700
2	\$2,475	\$5,025	\$7,500
3	\$5,148	\$10,452	\$15,600
4	\$7,953	\$16,147	\$24,100
6	\$15,444	\$31,356	\$46,800

### 7-03-001-0017 PURCHASED ENERGY COST FOR WATER

Whenever the City of Flagstaff's purchased power (electric fuel and/or natural gas) expense in any of its water systems increases or decreases, or will increase or decrease, from the amount adopted by the City Council in the WATER SERVICES Utilities last general rate proceeding for that system, the Utility may adopt a new energy charge schedule designed to recover such increased or decreased purchase power expense, provided that:

A. The total amount of the increase or decrease in purchased power expense will be calculated by comparing the WATER SERVICES Utilities normalized cost for power during the test year utilized in the last rate case with the WATER SERVICES Utilities normalized cost of power for the test year computed at the WATER SERVICES Utilities new increased or decreased cost of power.

B. The total purchased power expense for water will be divided by the total gallonage sold during the test year to determine the Water Energy Cost (WEC) per 1000 gallons.

C. The calculated increase or decrease in rates for the system must amount to at least \$0.01 per 1000 gallons before an adjustment can be made.

E. **WATER SERVICES** Utilities Division staff and the Finance department will annually calculate the energy charge amount for the water system based on the last twelve (12) month rolling average of water related power costs.

F. The WEC shall be approved annually prior to November 30 through the City Manager. In the first year of implementation the rate will not be adjusted due to partial fiscal year revenues. Revenues from the WEC fee will be posted to a separate revenue account.

G. The new Water Energy Cost amount will become effective on January 1st of each year.

H. The Water Energy Cost shall be determined by the estimated total energy cost projected for the current fiscal year for water adjusted by actual prior fiscal year WEC account surplus or deficit divided by the current fiscal year projected water sold.

$$\text{WEC} = \text{Total Annual Energy Cost} / \text{Total Annual Water Sold}$$

Illustration of the Water Energy Charge calculation assuming the following test year data:

1. 2,500,000 TG Gallons Sold during past TWELVE (12) months per ONE THOUSAND (1000) gal.
2. \$1,875,000 Purchase Power Expense (Gas, Fuel, Electric)
3. \$0 Prior fiscal year WEC account end balance

The Water Energy Charge Pass Thru Calculation steps would be

$$\text{WEC} = (\$1,875,000 - \$0) / 2,500,000 = \$0.75 \text{ per TG}$$

### 7-03-001-0018 RECLAIMED WATER RATE SCHEDULE

There shall be charged the following rates for all reclaimed water furnished consumers and measured by meter on any service connection with City reclaimed water mains for and during each monthly billing period.:

A. The base monthly service charge applies whether the reclaimed water meter is active or inactive. The monthly service charge is based on the fixed cost of operation and maintaining the reclaimed water system so that the system is available to provide water to the parcel when water service is activated. Parcels with shutoff reclaimed water meters will continue to pay base monthly service fee since water service is available and may be activated and used by the property owner at any time. Reclaimed water monthly service charge equal to water monthly service charge, see Section 7-03-001-0011.:

#### VOLUME CHARGE

Monthly Water Use Gallons	Volume Charge \$/1,000 gal		
	1-1-18	1-1-19	1-1-20 <sup>(4)</sup>
Single-Family			

Monthly Water Use Gallons	Volume Charge \$/1,000 gal		
	1-1-18	1-1-19	1-1-20 <sup>(4)</sup>
Tier 1 0—3,500	1.30	1.36	1.43
Tier 2 3,500—6,200	1.60	1.69	1.77
Tier 3 6,200—11,500	2.32	2.44	2.56
Tier 4 Over 11,501+	4.35	4.58	4.80
Commercial (no main ext)	1.71	1.83	1.95
Commercial (with main extension)	3.62	3.88	4.14
Manufacturing (no main ext)	1.69	1.81	1.93
Manufacturing (with main ext)	3.59	3.84	4.10
Northern Arizona University (no main extension)	1.59	1.70	1.82
Northern Arizona University (with main extension)	3.40	3.62	3.85
City Departmental	1.71	1.83	1.95
Standpipe-Hydrant Meter	3.70	3.85	4.00
Off-Peak/Golf Course Rate			
Tier 1 (0—150,000,000)	1.47	1.56	1.65
Tier 2 (Over 150,000,000)	1.26	1.45	1.65

<sup>(4)</sup> Rates shown in table above are projected based on current potable water rates and the energy surcharge rate of eighty-three cents (\$0.83) per one thousand (1,000). Actual rates will be adjusted if necessary based on subsection (B) of this section.

B. Automatic Rate Adjustments Effective January 1, 2020. The City agrees to adopt a rate schedule which provides for automatic adjustments to reclaimed water rates based on changes to the potable water rate. Automatic adjustments to the energy surcharge component of potable water rates cause the reclaimed water rate to fluctuate each year.

1. Reclaimed water rates shall be set at thirty-five percent (35%) of potable water rates including **PLUS** energy cost component for all classes of customers that do not require a main extension, after 2020.
2. Reclaimed water rates shall be set at seventy-five percent (75%) of potable water rates **PLUS ENERGY COST COMPONENT** for all classes of customers that require a main extension, after 2020.
3. Standpipe-hydrant meter rates shall be set at fifty percent (50%) of the equivalent customer potable water rates including **PLUS** energy cost component after 2020.
4. Off-peak Tier 1 customer rates shall be set at eighty-seven percent (87%) of commercial reclaimed water rates **PLUS ENERGY COST COMPONENT**.



5. Energy Cost Adjustment. City reserves the right to automatically pass along future increases in reclaimed water rates based on energy cost adjustments to the potable water rate.

6. Adjustments shall begin on January 1st of each calendar year and continue through the end of the year.

**ORDINANCE NO. 2024-19**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 3, BUSINESS REGULATIONS, SECTION 3-10-001-0008 LICENSE FEES AND TITLE 7, HEALTH AND SANITATION, CHAPTER 7-02 WASTEWATER REGULATIONS AND CHAPTER 7-03 WATER REGULATIONS, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED “*WATER SERVICES RATES CODE CHANGES*”; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE**

**RECITALS:**

WHEREAS, ARS §§9-511, 9-511.01 *et. seq.* provides authority for municipalities to adjust water, wastewater, and reclaimed water utility rates and fees and water and wastewater capacity charges, and

WHEREAS, water and wastewater capacity charges are established for the purpose of charging the cost of additional system capacity to new customers; and

WHEREAS, 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 water, wastewater, and reclaimed water service fees and charges in order to provide for the present cost of maintaining service levels and system capacity; and

WHEREAS, the City wishes to change language in the City Code, (1) Title 3, Business Regulations, Section 3-10-001-0008 License Fees and (2) Title 7, Health and Sanitation, Chapter 7-02 Wastewater Regulations, and Chapter 7-03 Water Regulations, to water, wastewater, and reclaimed water utility rates and fees and water and wastewater capacity charges in order to revise and update the City Code, and

WHEREAS, the City has finds that the updates, adjustments and increases to: the water, wastewater, and reclaimed water utility rates and fees and water and wastewater capacity charges are all just and reasonable.

**ENACTMENTS:**

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

SECTION 1. That certain document known as “*Water Services Rates Code Changes*”, one(1) paper copy and (1) electronic copy of which are on file in the office of the City Clerk of the City of Flagstaff, Arizona, has been declared a public record by Resolution No. 2024-30 of the City of Flagstaff, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance.

**SECTION 2. Repeal of Conflicting Ordinances**

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

**SECTION 3. Severability**

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

**SECTION 4. Clerical Corrections**

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

**SECTION 5. Effective Date:**

This Ordinance shall be effective September 1, 2024 following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 2nd day of July, 2024.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Brandi Suda, Finance Director  
**Co-Submitter:** Heidi Derryberry  
**Date:** 06/12/2024  
**Meeting Date:** 06/18/2024



---

**TITLE:**

**Public Hearing:** Fiscal Year 2024-2025 Budget and Property Tax Levy

**STAFF RECOMMENDED ACTION:**

1. Hold the public hearing to receive citizen input
2. Convene Special Meeting

**Executive Summary:**

This public hearing is being held to comply with Arizona State Statutes. Arizona Revised Statutes require a public hearing on the proposed final budget and property tax levy, A.R.S. Section 42-17104.

**Financial Impact:**

Upon adopting the final Fiscal Year (FY) 2024-2025 Budget, the City may commit and spend funds for community needs as described in the budget. The budget is funded through numerous revenue sources, including property tax.

The City is proposing a flat primary property tax levy of \$7,159,207 on existing properties (levy from prior year), plus an increased levy of \$71,670 on new construction, for a total primary property tax levy in FY 2024-2025 of \$7,230,877. The primary property tax rate to support this levy is 0.6363 per \$100 of assessed valuation (lower than the prior fiscal year). The proposed levy is less than the maximum allowable primary property tax levy allowed for FY 2024-2025, which is \$7,983,170.

The City is proposing a secondary property tax levy of \$9,001,046 on existing properties, plus a levy of \$90,108 on new construction, for a total secondary property tax levy in FY 2023-2024 of \$9,091,154. The proposed secondary property tax rate is 0.8000 per \$100 of net assessed valuation (same as the prior fiscal year).

**Policy Impact:**

The FY 2024-2025 Budget is the financial plan of the City for the upcoming fiscal year.

**Previous Council Decision or Community Discussion:**

- December Council Retreat on December 14, 2023
- February Budget Retreat on February 1, 2024 and February 2, 2024
- March Capital Improvement Budget Retreat on March 28, 2024
- Council Budget Work Session on April 25, 2024 and April 26, 2024
- Tentative Budget Adoption on June 4, 2024

**Options and Alternatives to Recommended Action:**

- 1. Conduct the public hearing; or,
- 2. Delay the public hearing

**Background and History:**

Budget adoption:

The adoption of the tentative budget set forth into motion a legally mandated time sequence of actions of which the Council must adhere to adopt a final budget and to levy property taxes. If this time sequence is not met as required by statute, the tentative budget adoption, the final budget adoption, the property tax levy actions, and related publications must be started over. The final budget adoption must occur after a public hearing and Council must convene into a Special Meeting to adopt the final budget. The budget must be adopted by the third week of July. The County must adopt the property tax levy by the first week of August. The key dates in this year's process are presented below:

- June 4, 2024 Tentative adoption of the budget by Council
- June 18, 2024 Proposed budget and property tax levy public hearing
- June 18, 2024 Final budget adoption (In a Special meeting)
- June 18, 2024 First reading property tax ordinance
- July 2, 2024 Final reading and adoption of the property tax ordinance

The tentative adoption established the maximum appropriation for the City for the FY 2024-2025 budget year. The budget legal schedules were published in the Arizona Daily Sun on June 6, 2024, and June 13, 2024. The final budget adoption allows the City to commit and expend resources as determined to be needed through the FY 2024-2025 budget process. There have been no changes in the final budget recommended for adoption from that presented as the tentative budget. The recommended City of Flagstaff appropriation for FY 2024-2025 is \$579,432,772.

Property tax levy:

Primary property taxes are accumulated in the General Fund and pay for general services which include but are not limited to public safety, parks and recreation, other public work services, and general administrative and management functions within the City.

Secondary property taxes support debt service payments on numerous city capital projects including the Aquaplex, fire stations, open space, street/utility projects, forest restoration, the core services facility, courthouse, infrastructure and housing projects.

The City has proposed a flat primary property tax levy in FY 2024-2025 of \$7,230,877. The maximum allowable primary property revenue under state law for FY 2024-2025 is \$7,983,170. The primary property tax rate will decrease from a rate of 0.6634 in FY 2023-2024 to a rate of 0.6363 in FY 2024-2025 due to a total valuation of all existing properties which are increasing 4.3%. Five years of historical data is shown below:

Property Tax Rates	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025 Proposed
Primary	0.7510	0.7186	0.6954	0.6634	0.6363
Secondary	0.8000	0.8000	0.8000	0.8000	0.8000
Total	1.5510	1.5186	1.4954	1.4634	1.4363

Truth in Taxation legislation:

Every year, the Truth in Taxation legislation requires that the county assessor, on or before February 10, transmit to each city and town an estimate of the total net assessed valuation of the city, including new property added to the tax roll. If the proposed primary tax levy amount, excluding amounts attributable to new construction, is greater than the levy amount in the previous year, the City must go through the Truth in Taxation procedures. It is important to note that it is the levy amount and not the rate which triggers the Truth in Taxation procedure. The City of Flagstaff has not triggered the Truth in Taxation notification and hearing for FY 2024-2025 and no additional notifications are required.

**Connection to PBB Priorities and Objectives:**

The budget process has allowed for public participation which is vital for the City Council in determining the current year goals and objectives. The budget translates Key Community Goals and Objectives into a fiscal plan.

**Connection to Regional Plan:**

None

**Connection to Carbon Neutrality Plan:**

The adoption of the Annual Budget and Financial Plan supports the Carbon Neutrality Plan by allocating financial resources the CNP goals.

**Connection to 10-Year Housing Plan:**

The adoption of the Annual Budget and Financial Plan supports the 10 Year Housing Plan by allocating financial resources to the plan's strategies.

---

**Attachments:**    [FY2024-2025 Final Budget Presentation](#)

# City of Flagstaff FY 2024-2025 Budget and Property Taxes



June 18, 2024



# Budget Timeline

- ✓ **June 4<sup>th</sup> – Tentative Budget Adoption**
- **June 18<sup>th</sup>**
  - Public Hearing for Budget and Tax Levy
  - Final Budget Adoption
  - 1<sup>st</sup> Reading of Property Tax Ordinance
- **July 2<sup>nd</sup>**
  - 2<sup>nd</sup> Reading and Adoption of Property Tax Ordinance





# Legal Schedule A

**Total  
FY 2024-2025  
Budget:  
\$579,432,772**

**\$39.7M (7.4%) increase  
over FY 2023-2024**

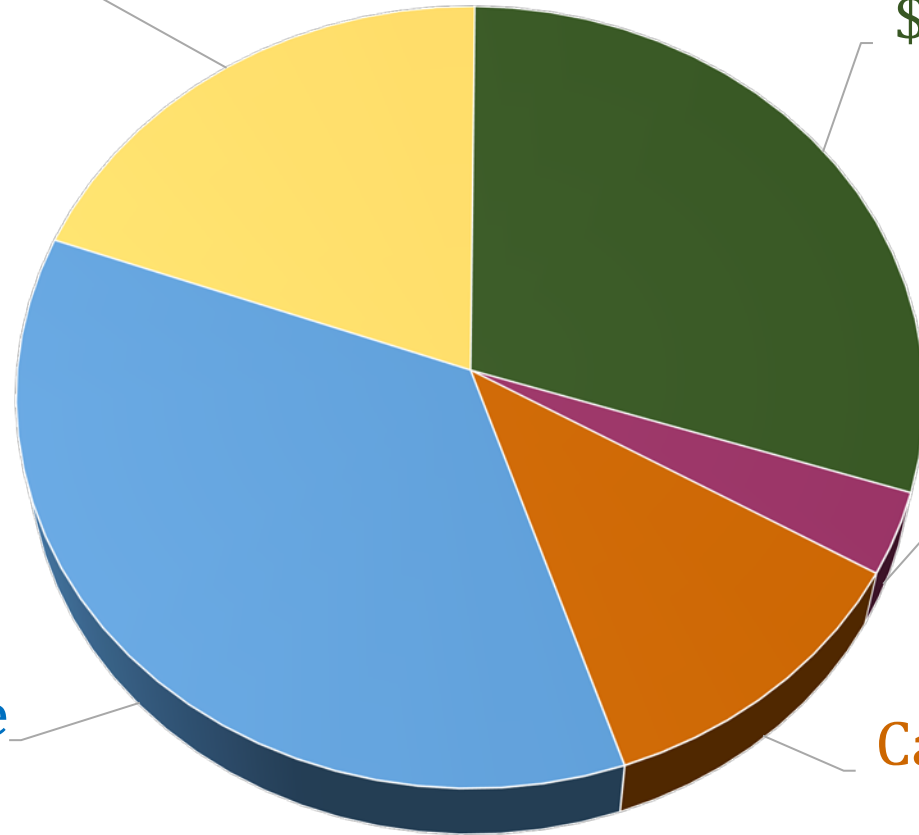
**General Fund  
\$113,568,260  
20%**

**Special  
Revenue Funds  
\$172,842,029  
30%**

**Debt Service  
Funds  
\$19,790,763  
3%**

**Enterprise  
Funds  
\$206,813,764  
36%**

**Capital Project  
Funds  
\$66,417,956  
11%**





# Proposed Property Tax

**Total Proposed Primary Tax Levy: \$7,230,877**

- New construction revenue totals \$71,670
- Assessed values increased 4.25% on average
- Proposed tax rate of 0.6363 per \$100/AV
- Rate decrease from 0.6634 in the prior year
- Adopting \$752,293 below maximum allowed
- Unrestricted revenue per state statutes

**Total Proposed Secondary Tax Levy: \$9,091,154**

- Proposed tax rate of \$0.8000 per \$100/AV, same as prior year
- 5.3% levy increase
- Cannot exceed the estimated general obligation debt service payments for FY 2024-2025



# Property Tax Rate History

Property Tax	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025 Proposed
Primary	0.7510	0.7186	0.6954	0.6634	0.6363
Secondary	0.8000	0.8000	0.8000	0.8000	0.8000
Total	1.5510	1.5186	1.4954	1.4634	1.4363

- **Primary Property Tax Rate (FY 2024-2025)**

- Proposed: 0.6363 per \$100/AV
- Flat Levy: 0.6363 per \$100/AV
- Maximum: 0.7025 per \$100/AV



# Property Assessed Values

	Budget FY 2023-24 (Tax Year 2023)	Budget FY 2024-25 (Tax Year 2024)	% Increase
Limited Net AV	\$ 1,079,225,196	\$ 1,136,394,237	5.3%
Full Cash Net AV	\$ 1,485,788,250	\$ 1,834,376,367	23.5%

- Determined by the County Assessor's Office
- New construction 1.3%, \$11.2M assessed value
- Values based on valuation done in late 2022 for Tax Year 2024
- Limited assessed value is used to calculate both the primary and secondary property tax per State Statutes
- Limited assessed value is limited to maximum 5% increase per year for most real property



# City Property Tax Impact

## Residential Example:

	\$100,000 Property in 2023		\$100,000 Property in 2024	
City Taxing Authority	Rate	Taxes	Rate	Taxes
Primary Property Tax	0.6634	\$ 66.34	0.6363	\$ 63.63
Secondary Property Tax	0.8000	\$ 80.00	0.8000	\$ 80.00
Total: City Taxing Authority	1.4634	\$ 146.34	1.4634	\$ 143.63
			Change	\$ (2.71)

In FY 2023-2024, City property taxes were approximately 17% of the total residential property tax bill



# City Property Tax Impact

## Commercial Example:

	\$1,000,000 Property in 2023		\$1,000,000 Property in 2024	
City Taxing Authority	Rate	Taxes	Rate	Taxes
Primary Property Tax	0.6634	\$ 1,160.95	0.6363	\$ 1,049.90
Secondary Property Tax	0.8000	\$ 1,400.00	0.8000	\$ 1,320.00
Total: City Taxing Authority	1.4634	\$ 2,560.95	1.4634	\$ 2,369.90
			Change	\$ (191.05)

# Questions

**Brandi Suda, Finance Director**

**[bsuda@flagstaffaz.gov](mailto:bsuda@flagstaffaz.gov)**

**928-213-2217**



**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Brandi Suda, Finance Director  
**Co-Submitter:** Heidi Derryberry  
**Date:** 06/12/2024  
**Meeting Date:** 06/18/2024

**TITLE:**

**Consideration and Adoption of Resolution No. 2024-27:** A resolution of the Flagstaff City Council, adopting the Budget for the City of Flagstaff for Fiscal Year 2024-2025.

**STAFF RECOMMENDED ACTION:**

1. Read Resolution No. 2024-27 by title only
2. City Clerk reads Resolution No. 2024-27 by title only (if approved above)
3. Adopt Resolution No.2024-27
4. Reconvene Regular Meeting

**Executive Summary:**

Each municipality is required to adopt a budget as prescribed by A.R.S. Title 42, Chapter 17, Articles 1 through 5. As published in the tentative adoption of the budget, the final budget is to be adopted on June 18, 2024, (during a Special Meeting), and following a public hearing to receive citizen comments.

**Financial Impact:**

The final budget adoption allows the City to commit and spend funds for community needs as described in the Fiscal Year (FY) 2024-2025 Budget. This will set the maximum allowable expenditures for FY 2024-2025.

**Policy Impact:**

The FY 2024-2025 budget is the financial plan of the City for the upcoming fiscal year.

**Previous Council Decision or Community Discussion:**

- December Council Retreat on December 14, 2023
- February Budget Retreat on February 1, 2024 and February 2, 2024
- March Capital Improvement Budget Retreat on March 28, 2024
- Council Budget Retreat on April 25, 2024 and April 26, 2024
- Tentative Budget Adoption on June 4, 2024

**Options and Alternatives to Recommended Action:**

- Approve the budget as presented: As the City adopted the tentative budget on June 4, 2024, the maximum appropriation for FY 2024-2025 has been set.
- Amend and approve the budget: The Council could choose to make adjustments within that maximum appropriation or make reductions in the maximum appropriation.



**Background and History:**

The budget was presented for tentative adoption on June 4 2024. The tentative adoption established the maximum appropriation for the City for FY 2024-2025. The budget legal schedules were published in the Arizona Daily Sun on June 6, 2024, and June 13, 2024.

The adoption of the tentative budget set forth into motion a legally mandated time sequence of actions of which the Council must adhere to adopt a final budget. If this time sequence is not met as required by statute, the tentative budget adoption, final budget adoption, and related publications must be started over. The final budget adoption must occur after a public hearing and Council must convene into a Special Meeting to adopt the final budget. The budget must be adopted by the third week of July.

June 4, 2024 Tentative adoption of the budget by Council  
June 18, 2024 Proposed budget and property tax levy public hearing  
June 18, 2024 Final budget adoption (In a Special meeting)

**Connection to PBB Priorities and Objectives:**

The adoption of the Annual Budget and Financial Plan provides Council direction and financial resources to support the Key Community Priorities and Objectives.

**Connection to Regional Plan:**

None

**Connection to Carbon Neutrality Plan:**

The adoption of the Annual Budget and Financial Plan supports the Carbon Neutrality Plan by allocating financial resources the CNP goals.

**Connection to 10-Year Housing Plan:**

The adoption of the Annual Budget and Financial Plan supports the 10 Year Housing Plan by allocating financial resources to the plan's strategies.

---

**Attachments:**    [Res. 2024-27](#)  
                          [FY2024-25 Legal Budget Schedules](#)

**RESOLUTION NO. 2024-27**

**A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, ADOPTING THE BUDGET FOR THE CITY OF FLAGSTAFF FOR FISCAL YEAR 2024-2025, AND ESTABLISHING AN EFFECTIVE DATE.**

**RECITALS:**

WHEREAS, in accordance with the provisions of Arizona Revised Statutes (A.R.S.) Title 42, Chapter 17, Articles 1 - 5, the City Council did, on June 4, 2024, make an estimate of the different amounts required to meet the public expenditures/expenses for the ensuing year, also an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property within the City of Flagstaff; and

WHEREAS, in accordance with said sections of said Title, and following due public notice, the Council met on June 4, 2024, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures/expenses or tax levies; and

WHEREAS, it appears that publication has been duly made as required by law, of said estimates together with a notice that the City Council would meet on June 18, 2024, in the City Council Chambers at City Hall for the purpose of hearing taxpayers and making tax levies as set forth in said estimates; and

WHEREAS, it appears that the sums to be raised by taxation, as specified therein, do not in the aggregate amount exceed that amount as computed in A.R.S. Section 42-17051 (A).

**ENACTMENTS:**

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

SECTION 1. In General.

That said estimates of revenues and expenditures shown on the accompanying schedules as now increased, reduced, or changed, are hereby adopted as the budget of the City of Flagstaff for Fiscal Year 2024-2025.

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 18th day of June, 2024.

---

MAYOR

ATTEST:

---

CITY CLERK

APPROVED AS TO FORM:

---

CITY ATTORNEY

Exhibits:

- Schedule A – Summary schedule of Estimated Revenues and Expenditures/Expenses
- Schedule B – Tax Levy and Tax Rate Information
- Schedule C – Revenues Other Than Property Taxes
- Schedule D – Other Financing Sources/(Uses) and Interfund Transfers
- Schedule E – Expenditures/Expenses by Fund
- Schedule F – Expenditures/Expenses by Division (as applicable)
- Schedule G – Full-Time Employees and Personnel Compensation

**Official Budget Forms**  
**City of Flagstaff**  
**Fiscal Year 2024-2025**

**City of Flagstaff**  
**Table of Contents**  
**Fiscal Year 2024-2025**

Resolution for the Adoption of the Budget

Schedule A - Summary Schedule of Estimated Revenues and Expenditures/Expenses

Schedule B - Tax Levy and Tax Rate Information

Schedule C - Revenues Other Than Property Taxes

Schedule D - Other Financing Sources/(Uses) and Interfund Transfers

Schedule E - Expenditures/Expenses by Fund

Schedule F - Expenditures/Expenses by Division

Schedule G - Full-Time Employees and Personnel Compensation

City of Flagstaff  
 Summary Schedule of Estimated Revenues and Expenditures/Expenses  
 Fiscal Year 2024-2025

The final opportunity for public input on the City of Flagstaff Fiscal Year 2024-2025 budget will occur on June 18, 2024 at the 3:00 PM City Council meeting  
 The budget may be reviewed at the City of Flagstaff in the City Clerks Office, 211 West Aspen Avenue, Flagstaff, AZ 86001  
 or the official website "flagstaff.az.gov" or by request

Fiscal Year	S c h	Funds							Total All Funds	
		General Fund	Special Revenue Funds	Debt Service Funds	Capital Project Funds	Permanent Fund	Enterprise Funds	Internal Service Funds		
2024	Adopted/ Adjusted Budgeted Expenditures/Expenses*	E	121,529,793	152,815,463	17,500,376	49,108,067	0	199,934,096	0	540,887,795
2024	Actual Expenditures/Expenses**	E	93,637,251	71,225,234	14,309,013	10,887,267	0	97,435,299	0	287,494,064
2025	Beginning Fund Balance/(Deficit) or Net Position/(Deficit) at July 1***		79,090,423	124,099,487	26,481,982	4,009,295	438,008	96,666,526	0	330,785,721
2025	Primary Property Tax Levy	B	7,230,877	0	0	0		0	0	7,230,877
2025	Secondary Property Tax Levy	B	0	0	9,091,154	0		0	0	9,091,154
2025	Estimated Revenues Other than Property Taxes	C	82,709,881	79,677,993	265,000	16,531,786	19,460	143,783,811	0	322,987,931
2025	Other Financing Sources	D	0	18,800,000	0	32,832,035	0	19,000,000	0	70,632,035
2025	Other Financing (Uses)	D	0	0	0	0	0	0	0	0
2025	Interfund Transfers In	D	4,553,670	14,773,821	19,790,763	13,044,840	0	3,745,769	0	55,908,863
2025	Interfund Transfers (Out)	D	17,483,252	22,388,300	11,085,460	0	0	4,951,851	0	55,908,863
2025	Line 11: Reduction for Fund Balance Reserved for Future Budget Year Expenditures									
Less:	Maintained for Future Debt Retirement									0
	Maintained for Future Capital Projects									0
	Maintained for Future Financial Stability									0
	Maintained for Future Retirement Contributions									0
2025	Total Financial Resources Available		156,101,599	214,963,001	44,543,439	66,417,956	457,468	258,244,255	0	740,727,718
2025	Budgeted Expenditures/Expenses	E	113,568,260	172,842,029	19,790,763	66,417,956	0	206,813,764	0	579,432,772

Expenditure Limitation Comparison

1. Budgeted Expenditures/Expenses
2. Add/Subtract: Estimated Net Reconciling Items
3. Budgeted Expenditures/Expenses Adjusted for Reconciling Items
4. Less: Estimated Exclusions
5. Amount Subject to the Expenditure Limitation
6. EEC Expenditure Limitation

	2024	2025
1.	\$ 539,705,762	\$ 579,432,772
2.	0	0
3.	539,705,762	579,432,772
4.	308,700,082	337,738,251
5.	\$ 231,005,680	\$ 241,694,521
6.	\$ 231,868,073	\$ 242,261,037

The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

\* Includes expenditure/expense adjustments approved in the current year from Schedule E.

\*\* Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

\*\*\* Amounts on this line represent beginning fund balance/(deficit) or net position/(deficit) amounts except for nonspendable amounts (e.g., prepaids and inventories) or amounts legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

City of Flagstaff  
Tax Levy and Tax Rate Information  
Fiscal Year 2024-2025

	2023-2024	2024-2025
1. Maximum Allowable Primary Property Tax Levy [ARS 42-17051.A]	\$ 7,748,837	\$ 7,983,170
2. Amount Received from Primary Property Taxation in FY 2023-2024 in Excess of the Sum of that Year's Maximum Allowable Primary Property Tax Levy [ARS 42-17102.A.18]	\$ -	
3. Property Tax Levy Amounts		
A. Primary Property Taxes	\$ 7,159,580	\$ 7,230,877
B. Secondary Property Taxes	8,633,802	9,091,154
C. Total Property Tax Levy Amount	\$ 15,793,382	\$ 16,322,031
4. Property Taxes Collected *		
A. Primary Property Taxes		
(1) FY 2023-2024 Levy	\$ 7,059,580	
(2) Prior Years' Levies	100,000	
(3) Total Primary Property Taxes	\$ 7,159,580	
B. Secondary Property Taxes		
(1) FY 2023-2024 Levy	\$ 8,633,802	
(2) Total Secondary Property Taxes	\$ 8,633,802	
C. Total Property Taxes Collected	\$ 15,793,382	
5. Property Tax Rates		
A. City of Flagstaff Tax Rate		
(1) Primary Property Tax Rate	0.6634	0.6363
(2) Secondary Property Tax Rate	0.8000	0.8000
(3) Total City of Flagstaff Tax Rate	1.4634	1.4363

B. Special Assessment District Tax Rates  
As of the date of the proposed budget, the City has no special assessment district for which secondary property taxes are levied.

\* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

City of Flagstaff  
Revenues Other Than Property Taxes  
Fiscal Year 2024-2025

Source of Revenues	Actual Revenues 2022-2023	Budgeted Revenues 2023-2024	Estimated Revenues* 2023-2024	Budgeted Revenues 2024-2025
<b>General Fund</b>				
Local Taxes				
City Sales Tax	\$ 30,115,183	29,387,300	29,870,000	30,947,900
Franchise Tax	2,448,202	2,342,200	2,448,000	2,472,500
Excise Tax	557,552	459,000	540,000	550,800
Licenses and Permits				
Business Licenses	31,219	30,000	30,000	30,000
Building Permits	1,691,652	1,862,000	2,200,000	1,862,000
Other Licenses and Permits	2,099,089	1,157,885	1,242,076	1,238,395
Intergovernmental				
State Income Tax Sharing	14,604,933	20,227,300	20,115,000	15,996,000
State Shared Sales Tax	11,380,585	10,780,000	11,400,000	11,628,000
Auto Lieu Tax	4,331,329	3,977,000	4,300,000	4,343,000
Federal Grants	851,181	23,697,660	7,540,478	2,850,275
State/Local Grants	1,280,202	2,731,152	1,719,425	1,934,098
Local Intergovernmental Agreements	1,361,716	1,226,218	1,287,656	1,316,218
Charges for Services				
Community Development	1,477,996	745,000	870,000	745,000
Parks and Recreation	1,212,018	1,622,870	1,622,870	1,622,870
Public Safety	589,609	754,457	727,575	730,511
Cemetery/General Government	234,242	188,403	229,248	189,631
Fines and Forfeits	747,456	795,005	803,836	821,973
Rents	1,181,957	1,655,136	973,131	1,655,709
Investment Earnings	1,957,868	434,234	1,976,578	1,013,489
Miscellaneous	414,640	781,113	(44,692)	761,512
Total General Fund	78,568,629	104,853,933	89,851,181	82,709,881
<b>Special Revenue Funds</b>				
Housing and Community Services Fund				
Intergovernmental				
Federal Grants	61,041	1,511,134	605,183	1,704,946
State Grants	-	780,000	840,000	780,000
Investment Earnings	61,291	20,639	28,347	28,914
Miscellaneous	337,493	-	185,555	-
Total Housing and Comm Svcs Fund	459,825	2,311,773	1,659,085	2,513,860
COVID Relief Fund				
Intergovernmental				
Federal Grants	338,108	2,733,607	604,806	2,091,210
Total COVID Relief Fund	338,108	2,733,607	604,806	2,091,210



City of Flagstaff  
Revenues Other Than Property Taxes  
Fiscal Year 2024-2025

Source of Revenues	Actual Revenues 2022-2023	Budgeted Revenues 2023-2024	Estimated Revenues* 2023-2024	Budgeted Revenues 2024-2025
<b>Library Fund</b>				
Intergovernmental				
Federal Grants	\$ 33,388	75,000	75,000	-
State/Local Grants	42,764	-	-	50,000
Library District Taxes	4,301,218	4,081,723	4,290,225	4,484,037
Miscellaneous	109,951	39,926	136,714	34,299
Investment Earnings	72,921	41,000	26,577	26,843
<b>Total Library Fund</b>	<b>4,560,242</b>	<b>4,237,649</b>	<b>4,528,516</b>	<b>4,595,179</b>
<b>Highway User Revenue Fund</b>				
Intergovernmental				
Highway User Tax	9,540,729	9,212,000	9,940,729	10,040,136
Licenses and Permits	221,768	-	-	-
Investment Earnings	305,731	139,000	456,338	197,000
Miscellaneous	1,736,691	1,690,000	377,374	-
<b>Total Highway User Revenue Fund</b>	<b>11,804,919</b>	<b>11,041,000</b>	<b>10,774,441</b>	<b>10,237,136</b>
<b>Transportation Fund</b>				
Transportation Tax	36,123,898	35,109,300	36,854,474	37,274,400
Intergovernmental				
Federal Grants	-	16,437,624	2,537,624	1,100,000
Investment Earnings	1,804,721	238,000	2,748,639	1,662,000
Miscellaneous	2,459,479	183,689	546,458	724,441
<b>Total Transportation Fund</b>	<b>40,388,098</b>	<b>51,968,613</b>	<b>42,687,195</b>	<b>40,760,841</b>
<b>Beautification Fund</b>				
BBB Tax	2,427,378	2,308,900	2,452,000	2,498,000
Investment Earnings	256,174	91,000	355,502	203,000
Miscellaneous	1,040	-	-	-
<b>Total Beautification Fund</b>	<b>2,684,592</b>	<b>2,399,900</b>	<b>2,807,502</b>	<b>2,701,000</b>
<b>Economic Development Fund</b>				
BBB Tax	1,153,914	1,096,700	1,164,700	1,186,600
Investment Earnings	37,949	10,557	40,346	19,809
Rents	447,547	426,562	400,136	412,769
Miscellaneous	17,140	-	7,764	-
<b>Total Economic Development Fund</b>	<b>1,656,550</b>	<b>1,533,819</b>	<b>1,612,946</b>	<b>1,619,178</b>
<b>Tourism Fund</b>				
BBB Tax	3,643,666	3,463,300	3,678,000	3,747,100
Intergovernmental				
Federal Grants	224,068	389,000	127,306	-
Retail Sales	79,073	127,098	127,098	128,369
Investment Earnings	83,689	15,255	116,407	68,489

City of Flagstaff  
Revenues Other Than Property Taxes  
Fiscal Year 2024-2025

Source of Revenues	Actual Revenues 2022-2023	Budgeted Revenues 2023-2024	Estimated Revenues* 2023-2024	Budgeted Revenues 2024-2025
<b>Tourism Fund - Continued</b>				
Miscellaneous	\$ 14,898	16,348	16,348	16,511
<b>Total Tourism Fund</b>	<b>4,045,394</b>	<b>4,011,001</b>	<b>4,065,159</b>	<b>3,960,469</b>
<b>Arts and Science Fund</b>				
BBB Tax	909,618	865,800	919,500	936,800
Investment Earnings	34,521	15,000	54,874	28,000
<b>Total Arts and Science Fund</b>	<b>944,139</b>	<b>880,800</b>	<b>974,374</b>	<b>964,800</b>
<b>Recreation Fund</b>				
BBB Tax	4,007,513	3,809,700	4,045,800	4,121,800
Intergovernmental				
State Grants	-	200,000	200,000	350,000
Investment Earnings	105,784	46,000	186,936	76,000
<b>Total Recreation Fund</b>	<b>4,113,297</b>	<b>4,055,700</b>	<b>4,432,736</b>	<b>4,547,800</b>
<b>Parking District Fund</b>				
Parking	1,191,915	1,250,175	1,243,542	1,268,023
Investment Earnings	48,536	18,900	64,150	45,500
Miscellaneous	72,042	-	418	-
<b>Total Parking District Fund</b>	<b>1,312,493</b>	<b>1,269,075</b>	<b>1,308,110</b>	<b>1,313,523</b>
<b>Water Resource and Infrastructure Protection (WRIP) Fund</b>				
Water Resource Protection Fee	1,186,818	1,290,154	1,251,147	1,263,658
Intergovernmental				
Federal Grants	17,536	-	-	2,654,200
State/Local Grants	3,000	-	-	423,000
Investment Earnings	35,253	13,000	52,469	32,139
<b>Total WRIP Fund</b>	<b>1,242,607</b>	<b>1,303,154</b>	<b>1,303,616</b>	<b>4,372,997</b>
<b>Total Special Revenue Funds</b>	<b>73,550,264</b>	<b>87,746,091</b>	<b>76,758,486</b>	<b>79,677,993</b>
<b>Debt Service Funds</b>				
<b>Secondary Property Tax Fund</b>				
Investment Earnings	79,165	38,000	116,249	109,000
<b>Total Secondary Property Tax Fund</b>	<b>79,165</b>	<b>38,000</b>	<b>116,249</b>	<b>109,000</b>
<b>Pension Debt Service Fund</b>				
Investment Earnings	539,005	146,000	815,441	156,000
<b>Total Pension Debt Service Fund</b>	<b>539,005</b>	<b>146,000</b>	<b>815,441</b>	<b>156,000</b>
<b>Total Debt Service Funds</b>	<b>618,170</b>	<b>184,000</b>	<b>931,690</b>	<b>265,000</b>

City of Flagstaff  
Revenues Other Than Property Taxes  
Fiscal Year 2024-2025

Source of Revenues	Actual Revenues 2022-2023	Budgeted Revenues 2023-2024	Estimated Revenues* 2023-2024	Budgeted Revenues 2024-2025
<b>Permanent Funds</b>				
<b>Perpetual Care Fund</b>				
Contributions	\$ 12,030	10,490	10,280	10,700
Investment Earnings	10,180	4,053	14,546	8,760
Total Perpetual Care Fund	22,210	14,543	24,826	19,460
Total Permanent Funds	22,210	14,543	24,826	19,460
<b>Capital Project Funds</b>				
<b>Non GO Bonds Projects Fund</b>				
Real Estate Proceeds	-	2,000,000	-	2,000,000
<b>Intergovernmental</b>				
Federal Grants	153,408	570,212	236,979	4,688,760
State Grants	-	52,700	-	423,304
Investment Earnings	909	-	-	19,000
Miscellaneous	-	193,233	-	1,552,114
Total Non GO Bonds Projects Fund	154,317	2,816,145	236,979	8,683,178
<b>GO Bonds Projects Fund</b>				
<b>Intergovernmental</b>				
Federal Grants	-	1,572,305	1,520,165	7,727,233
State Grants	28,229	121,375	-	121,375
Investment Earnings	81,807	-	116,635	-
Total GO Bonds Projects Fund	110,036	1,693,680	1,636,800	7,848,608
Total Capital Projects Funds	264,353	4,509,825	1,873,779	16,531,786
<b>Enterprise Funds</b>				
<b>Drinking Water Fund</b>				
<b>Intergovernmental</b>				
Federal Grants	-	3,294,679	-	750,000
State Grants	699,650	8,553,788	4,290,653	12,135,357
Water Fees	18,228,944	18,922,907	21,153,851	23,162,980
Investment Earnings	712,018	240,813	910,440	468,288
Rents	35,204	5,150	20,000	5,150
Miscellaneous	1,437,968	-	6,370	-
Total Drinking Water Fund	21,113,784	31,017,337	26,381,314	36,521,775
<b>Wastewater Fund</b>				
<b>Intergovernmental</b>				
Wastewater Fees	11,465,882	11,835,133	13,736,115	13,542,735
Investment Earnings	660,942	280,000	964,848	640,000

City of Flagstaff  
Revenues Other Than Property Taxes  
Fiscal Year 2024-2025

Source of Revenues	Actual Revenues 2022-2023	Budgeted Revenues 2023-2024	Estimated Revenues* 2023-2024	Budgeted Revenues 2024-2025
<b>Wastewater Fund - Continued</b>				
Miscellaneous	\$ 160,600	-	-	-
Total Wastewater Fund	12,287,424	12,115,133	14,700,963	14,182,735
<b>Reclaimed Water Fund</b>				
Reclaimed Water Fees	881,884	1,021,539	1,201,000	1,141,919
Investment Earnings	79,451	33,585	125,354	76,140
Total Reclaimed Water Fund	961,335	1,055,124	1,326,354	1,218,059
<b>Stormwater Fund</b>				
Intergovernmental				
Federal Grants	1,815,694	111,452	553,407	549,383
State Grants	1,379,734	5,272,589	2,030,146	7,951,979
Stormwater Fees	4,694,775	5,285,890	5,500,803	6,216,135
Investment Earnings	-	94,605	227,290	180,956
Miscellaneous	166,176	-	-	650,000
Total Stormwater Fund	8,056,379	10,764,536	8,311,646	15,548,453
<b>Solid Waste Fund</b>				
Solid Waste	14,079,747	14,546,081	14,346,355	14,630,761
Intergovernmental	-	-	2,440,000	-
Investment Earnings	778,804	294,563	878,280	439,000
Miscellaneous	3,126	-	-	9,000
Total Solid Waste Fund	14,861,677	14,840,644	17,664,635	15,078,761
<b>Sustainability and Environmental Management Fund</b>				
Intergovernmental				
Federal Grants	-	7,000,018	5,023,479	17,424,969
State Grants	2,500	733,000	733,000	347,500
Environmental Services	1,212,211	1,286,587	1,292,503	1,324,795
Investment Earnings	64,866	21,000	72,908	38,000
Charges for Services	-	-	-	30,000
Miscellaneous	1,269	-	-	-
Total Sustainability and Env Mgmt Fund	1,280,846	9,040,605	7,121,890	19,165,264
<b>Airport Fund</b>				
Intergovernmental				
Federal Grants	4,437,297	20,864,053	9,727,574	18,897,220
State Grants	211,319	3,967,154	45,959	6,297,294
Airport	1,162,156	1,573,020	1,166,310	1,533,510
Rents	912,946	985,534	911,019	898,747
Parking	7	893,520	551,578	562,610
Investment Earnings	32,024	14,000	44,369	38,000
Miscellaneous	(19,654)	1,000	23,357	26,000
Total Airport Fund	6,736,095	28,298,281	12,470,166	28,253,381

City of Flagstaff  
 Revenues Other Than Property Taxes  
 Fiscal Year 2024-2025

Source of Revenues	Actual Revenues 2022-2023	Budgeted Revenues 2023-2024	Estimated Revenues* 2023-2024	Budgeted Revenues 2024-2025
Flagstaff Housing Authority Fund				
Intergovernmental				
Federal Grants	\$ 7,067,035	10,339,071	9,337,821	11,184,337
Rents and Other Tenant Income	1,715,691	1,700,000	1,700,000	1,750,000
Miscellaneous	839,548	707,093	707,093	881,046
Total Flagstaff Housing Authority Fund	<u>9,622,274</u>	<u>12,746,164</u>	<u>11,744,914</u>	<u>13,815,383</u>
Total Enterprise Funds	<u>74,919,814</u>	<u>119,877,824</u>	<u>99,721,882</u>	<u>143,783,811</u>
Total Revenues	<u>\$ 227,943,440</u>	<u>317,186,216</u>	<u>269,161,844</u>	<u>322,987,931</u>

\* Includes actual revenues recognized on the modified accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

City of Flagstaff  
Other Financing Sources/ (Uses) and Interfund Transfers  
Fiscal Year 2024-2025

Fund	Other Financing 2024-2025 Sources	Interfund Transfers 2024-2025	
		In	(Out)
General Fund	\$ -	4,553,670	17,483,252
Special Revenue Funds			
Housing and Community Services	-	1,600,000	-
Library	-	3,016,491	24,192
Highway User Revenue	-	9,879,044	13,000
Transportation	18,800,000	-	18,297,723
Beautification	-	-	436,526
Economic Development	-	256,847	217,300
Tourism	-	21,439	651,264
Recreation	-	-	2,574,189
Water Resource and Infrastructure Protection	-	-	174,106
Total Special Revenue Funds	<u>18,800,000</u>	<u>14,773,821</u>	<u>22,388,300</u>
Debt Service Funds			
General Obligation Bonds	-	11,085,460	-
Secondary Property Tax	-	-	11,085,460
Pension Debt Service	-	8,705,303	-
Total Debt Service Funds	<u>-</u>	<u>19,790,763</u>	<u>11,085,460</u>
Capital Project Funds			
Non General Obligation Bond Funded Projects	-	6,533,435	-
General Obligation Bond Funded Projects	32,832,035	6,511,405	-
Total Capital Projects Funds	<u>32,832,035</u>	<u>13,044,840</u>	<u>-</u>
Enterprise Funds			
Drinking Water	3,000,000	2,170,785	771,234
Wastewater	-	38,270	2,246,018
Reclaimed Water	-	-	140,352
Stormwater	16,000,000	-	1,281,012
Solid Waste	-	126,570	188,692
Sustainability and Environmental Management	-	1,008,719	63,384
Airport	-	401,425	261,159
Total Enterprise Funds	<u>19,000,000</u>	<u>3,745,769</u>	<u>4,951,851</u>
Total All Funds	<u>\$ 70,632,035</u>	<u>55,908,863</u>	<u>55,908,863</u>

City of Flagstaff  
Expenditures/Expenses by Fund  
Fiscal Year 2024-2025

Fund/Division	Actual Expenditures/ Expenses 2022-2023	Adopted Budgeted Expenditures/ Expenses 2023-2024	Expenditure/ Expense Adjustments Approved 2023-2024	Estimated Expenditures/ Expenses* 2023-2024	Budgeted Expenditures/ Expenses 2024-2025
<b>General Fund</b>					
General Administration	\$ 14,207,174	34,022,130	-	17,178,620	19,633,599
Management Services	4,689,190	6,797,338	-	6,045,798	6,886,150
Fire	14,473,138	28,781,201	-	21,978,200	22,176,319
Police	22,437,055	26,722,092	-	25,176,728	27,855,509
Community Development	4,408,903	5,317,967	-	4,795,989	5,525,601
Public Works	2,655,936	6,401,503	-	4,107,507	9,436,602
Economic Vitality	125,206	301,875	-	196,875	253,451
Non-Departmental	(2,283,616)	9,264,987	-	(556,706)	5,544,170
City Engineering	1,676,642	2,360,781	-	2,335,749	2,354,908
Parks, Recreation, Open Space & Events	8,467,444	12,536,253	-	9,839,491	11,387,951
Contingency	(18,103)	4,204,060	(1,100,000)	2,539,000	2,514,000
Total General Fund	70,838,969	136,710,187	(1,100,000)	93,637,251	113,568,260
<b>Special Revenue Funds</b>					
<b>Housing and Community Service Fund</b>					
Community Development	818,527	4,470,328	1,100,000	2,175,252	5,802,036
Non-Departmental	16,709	52,000	-	52,000	51,500
	835,236	4,522,328	1,100,000	2,227,252	5,853,536
<b>COVID Relief Fund</b>					
Non-Departmental	338,108	2,733,607	-	604,806	2,091,210
	338,108	2,733,607	-	604,806	2,091,210
<b>Library Fund</b>					
General Administration	280,520	328,134	-	328,134	357,049
Management Services	151,324	151,562	-	151,562	157,923
Public Works	28,892	37,541	-	37,541	62,997
Economic Vitality	5,655,128	6,669,069	-	6,172,737	8,404,439
Non-Departmental	74,008	70,981	-	70,981	68,663
Contingency	-	100,000	-	-	100,000
	6,189,872	7,357,287	-	6,760,955	9,151,071
<b>Highway User Revenue Fund</b>					
General Administration	409,111	376,704	-	376,704	369,439
Management Services	80,664	82,011	-	82,011	83,927
Public Works	6,856,570	17,260,297	-	12,897,131	12,219,573
Non-Departmental	202,761	182,781	-	182,781	76,672
City Engineering	7,850,748	11,303,541	-	7,422,596	10,293,512
Contingency	-	100,000	-	-	100,000
	15,399,854	29,305,334	-	20,961,223	23,143,123
<b>Transportation Fund</b>					
General Administration	51,325	56,447	-	56,447	90,231
Management Services	98,601	77,553	-	77,553	114,989
Public Works	4,097,136	7,511,127	-	4,650,818	11,043,115
Non-Departmental	7,963,504	16,886,537	-	10,253,262	16,552,143
City Engineering	11,371,479	65,480,023	-	12,931,477	81,790,356
	23,582,045	90,011,687	-	27,969,557	109,590,834
<b>Beautification Fund</b>					
Economic Vitality	2,046,925	3,767,996	-	1,925,818	5,559,192
Contingency	-	10,000	-	-	10,000
	2,046,925	3,777,996	-	1,925,818	5,569,192

City of Flagstaff  
Expenditures/Expenses by Fund  
Fiscal Year 2024-2025

Fund/Division	Actual Expenditures/ Expenses 2022-2023	Adopted Budgeted Expenses/ Expenses 2023-2024	Expenditure/ Expense Adjustments Approved 2023-2024	Estimated Expenditures/ Expenses* 2023-2024	Budgeted Expenditures/ Expenses 2024-2025
<b>Economic Development Fund</b>					
Economic Vitality	\$ 1,421,392	2,211,241	-	1,622,398	2,415,093
Contingency	6,527	45,000	-	-	45,000
	<u>1,427,919</u>	<u>2,256,241</u>	<u>-</u>	<u>1,622,398</u>	<u>2,460,093</u>
<b>Tourism Fund</b>					
Economic Vitality	3,292,670	4,052,041	-	3,645,347	4,462,332
Contingency	-	175,000	-	-	175,000
	<u>3,292,670</u>	<u>4,227,041</u>	<u>-</u>	<u>3,645,347</u>	<u>4,637,332</u>
<b>Arts and Science Fund</b>					
Economic Vitality	643,585	1,236,443	-	1,121,443	1,286,551
Contingency	-	10,000	-	-	10,000
	<u>643,585</u>	<u>1,246,443</u>	<u>-</u>	<u>1,121,443</u>	<u>1,296,551</u>
<b>Recreation Fund</b>					
Parks, Recreation, Open Space & Events	143,256	2,270,947	-	2,260,547	2,520,400
	<u>143,256</u>	<u>2,270,947</u>	<u>-</u>	<u>2,260,547</u>	<u>2,520,400</u>
<b>Parking District Fund</b>					
General Administration	39,437	46,293	-	46,293	55,820
Management Services	13,601	12,031	-	12,031	11,793
Public Works	420	414	-	414	302
Economic Vitality	790,126	2,212,836	-	1,097,836	2,280,174
Non-Departmental	8,419	9,327	-	9,327	6,957
Contingency	-	30,000	-	-	30,000
	<u>852,003</u>	<u>2,310,901</u>	<u>-</u>	<u>1,165,901</u>	<u>2,385,046</u>
<b>Water Resource and Infrastructure Protection Fund</b>					
General Administration	58,268	61,444	-	61,444	72,709
Management Services	10,945	13,705	-	13,705	9,986
Fire	643,788	973,122	-	873,122	4,048,089
Public Works	3,208	3,249	-	3,249	4,194
Non-Departmental	6,547	8,467	-	8,467	8,663
	<u>722,756</u>	<u>1,059,987</u>	<u>-</u>	<u>959,987</u>	<u>4,143,641</u>
<b>Total Special Revenue Funds</b>	<u>55,474,229</u>	<u>151,079,799</u>	<u>1,100,000</u>	<u>71,225,234</u>	<u>172,842,029</u>
<b>Debt Service Funds</b>					
<b>General Obligation Bonds Fund</b>					
Non-Departmental	7,406,790	5,602,333	-	5,602,333	11,085,460
	<u>7,406,790</u>	<u>5,602,333</u>	<u>-</u>	<u>5,602,333</u>	<u>11,085,460</u>
<b>Pension Debt Service Fund</b>					
Non-Departmental	9,197,868	8,706,680	-	8,706,680	8,705,303
	<u>9,197,868</u>	<u>8,706,680</u>	<u>-</u>	<u>8,706,680</u>	<u>8,705,303</u>
<b>Total Debt Service Funds</b>	<u>16,604,658</u>	<u>14,309,013</u>	<u>-</u>	<u>14,309,013</u>	<u>19,790,763</u>
<b>Capital Project Funds</b>					
<b>Non GO Bond Funded Projects Fund</b>					
Non-Departmental	887,347	5,627,038	-	1,164,707	16,961,397
	<u>887,347</u>	<u>5,627,038</u>	<u>-</u>	<u>1,164,707</u>	<u>16,961,397</u>



City of Flagstaff  
Expenditures/Expenses by Fund  
Fiscal Year 2024-2025

Fund/Division	Actual Expenditures/ Expenses 2022-2023	Adopted Budgeted Expenditures/ Expenses 2023-2024	Expenditure/ Expense Adjustments Approved 2023-2024	Estimated Expenditures/ Expenses* 2023-2024	Budgeted Expenditures/ Expenses 2024-2025
<b>GO Bonds Funded Projects Fund</b>					
Fire	\$ -	-	-	-	2,295,000
Community Development	-	2,158,466	-	90,500	11,005,555
Water Services	1,367,877	25,109,399	-	9,589,861	32,473,867
Non-Departmental	154,225	4,408,306	-	42,199	3,682,137
	<u>1,522,102</u>	<u>31,676,171</u>	<u>-</u>	<u>9,722,560</u>	<u>49,456,559</u>
<b>Total Capital Project Funds</b>	<u>2,409,449</u>	<u>37,303,209</u>	<u>-</u>	<u>10,887,267</u>	<u>66,417,956</u>
<b>Enterprise Funds</b>					
<b>Drinking Water Fund</b>					
General Administration	408,622	471,325	-	471,325	559,251
Management Services	1,134,086	1,126,157	-	1,126,157	1,239,444
Community Development	66,572	77,525	-	77,525	20,114
Public Works	122,584	19,269	-	19,269	11,189
Water Services	20,539,218	44,438,122	-	28,810,577	50,563,544
Non-Departmental	189,267	158,635	-	158,635	178,339
Contingency	-	1,000,000	-	-	1,000,000
	<u>22,460,349</u>	<u>47,291,033</u>	<u>-</u>	<u>30,663,488</u>	<u>53,571,881</u>
<b>Wastewater Fund</b>					
General Administration	230,375	250,970	-	250,970	281,634
Management Services	343,692	344,188	-	344,188	365,075
Public Works	31,232	14,621	-	14,621	10,769
Water Services	8,234,229	40,945,657	-	8,625,114	28,162,977
Non-Departmental	64,525	49,627	-	49,627	62,090
Contingency	4,677	800,000	-	-	800,000
	<u>8,908,730</u>	<u>42,405,063</u>	<u>-</u>	<u>9,284,520</u>	<u>29,682,545</u>
<b>Reclaimed Water Fund</b>					
General Administration	31,345	45,107	-	45,107	49,621
Management Services	40,969	35,129	-	35,129	35,090
Water Services	362,372	2,966,583	-	678,006	2,211,434
Non-Departmental	5,272	5,109	-	5,109	3,823
Contingency	-	50,000	-	-	50,000
	<u>439,958</u>	<u>3,101,928</u>	<u>-</u>	<u>763,351</u>	<u>2,349,968</u>
<b>Stormwater Fund</b>					
General Administration	71,614	92,389	-	92,389	91,646
Management Services	110,656	116,991	-	116,991	194,275
Community Development	73,907	68,150	-	68,150	33,905
Public Works	2,098	1,091	-	1,091	2,648
Water Services	8,166,232	28,762,565	-	6,828,261	36,572,202
Non-Departmental	10,236	16,741	-	16,741	31,960
Contingency	-	2,000,000	-	-	819,721
	<u>8,434,743</u>	<u>31,057,927</u>	<u>-</u>	<u>7,123,623</u>	<u>37,746,357</u>
<b>Solid Waste Fund</b>					
General Administration	421,188	522,768	-	522,768	625,149
Management Services	477,379	505,305	-	505,305	544,957
Public Works	13,828,915	25,041,953	-	18,249,129	19,272,056
Non-Departmental	258,843	233,796	-	233,796	188,924
Contingency	-	500,000	-	500,000	500,000
	<u>14,986,325</u>	<u>26,803,822</u>	<u>-</u>	<u>20,010,998</u>	<u>21,131,086</u>

City of Flagstaff  
Expenditures/Expenses by Fund  
Fiscal Year 2024-2025

Fund/Division	Actual Expenditures/ Expenses 2022-2023	Adopted Budgeted Expenditures/ Expenses 2023-2024	Expenditure/ Expense Adjustments Approved 2023-2024	Estimated Expenditures/ Expenses* 2023-2024	Budgeted Expenditures/ Expenses 2024-2025
<b>Sustainability and Environmental Management Fund</b>					
General Administration	\$ 127,733	92,872	-	92,872	101,038
Management Services	106,664	78,246	-	78,246	84,876
Public Works	5,970	17,522	-	17,522	8,251
Non-Departmental	14,861	12,367	-	12,367	24,452
Sustainability	1,214,201	10,825,051	-	7,955,020	20,589,159
Contingency	-	30,000	-	-	30,000
	<u>1,469,429</u>	<u>11,056,058</u>	<u>-</u>	<u>8,156,027</u>	<u>20,837,776</u>
<b>Airport Fund</b>					
General Administration	128,782	116,847	-	116,847	152,687
Management Services	140,153	128,646	-	128,646	128,370
Public Works	108,393	140,657	-	140,657	112,020
Economic Vitality	5,754,691	25,474,918	-	9,520,107	27,533,597
Non-Departmental	43,078	13,777	-	13,777	46,843
Contingency	-	100,000	-	-	100,000
	<u>6,175,097</u>	<u>25,974,845</u>	<u>-</u>	<u>9,920,034</u>	<u>28,073,517</u>
<b>Flagstaff Housing Authority Fund</b>					
Community Development	9,289,645	11,611,628	-	11,513,258	12,419,384
Contingency	-	1,001,250	-	-	1,001,250
	<u>9,289,645</u>	<u>12,612,878</u>	<u>-</u>	<u>11,513,258</u>	<u>13,420,634</u>
<b>Total Enterprise Funds</b>					
	<u>72,164,276</u>	<u>200,303,554</u>	<u>-</u>	<u>97,435,299</u>	<u>206,813,764</u>
<b>Total All Funds</b>	<u>\$ 217,491,581</u>	<u>539,705,762</u>	<u>-</u>	<u>287,494,064</u>	<u>579,432,772</u>

\* Includes actual expenditures/expenses recognized on the modified accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

City of Flagstaff  
Expenditures/Expenses by Division  
Fiscal Year 2024-2025

Division/Fund	Actual Expenditures/ Expenses 2022-2023	Adopted Budgeted Expenditures/ Expenses 2023-2024	Expenditure/ Expense Adjustments Approved 2023-2024	Estimated Expenditures/ Expenses* 2023-2024	Budgeted Expenditures/ Expenses 2024-2025
<b>General Administration</b>					
General Fund	\$ 14,207,174	34,022,130	-	17,178,620	19,633,599
Library	280,520	328,134	-	328,134	357,049
HURF	409,111	376,704	-	376,704	369,439
Transportation	51,325	56,447	-	56,447	90,231
Parking District	39,437	46,293	-	46,293	55,820
Drinking Water	408,622	471,325	-	471,325	559,251
Wastewater	230,375	250,970	-	250,970	281,634
Reclaimed Water	31,345	45,107	-	45,107	49,621
Stormwater	71,614	92,389	-	92,389	91,646
Solid Waste	421,188	522,768	-	522,768	625,149
Sustainability and Environmental Mgmt	127,733	92,872	-	92,872	101,038
Airport	128,782	116,847	-	116,847	152,687
	<u>16,465,494</u>	<u>36,483,430</u>	<u>-</u>	<u>19,639,920</u>	<u>22,439,873</u>
<b>Community Development</b>					
General Fund	4,408,903	5,317,967	-	4,795,989	5,525,601
Housing and Community Services	818,527	4,470,328	1,100,000	2,175,252	5,802,036
GO Bonds Funded Projects	-	2,158,466	-	90,500	11,005,555
Drinking Water	66,572	77,525	-	77,525	20,114
Stormwater	73,907	68,150	-	68,150	33,905
Flagstaff Housing Authority	9,289,645	11,611,628	-	11,513,258	12,419,384
	<u>14,657,554</u>	<u>23,704,064</u>	<u>1,100,000</u>	<u>18,720,674</u>	<u>34,806,595</u>
<b>Management Services</b>					
General Fund	4,689,190	6,797,338	-	6,045,798	6,886,150
Library	151,324	151,562	-	151,562	157,923
HURF	80,664	82,011	-	82,011	83,927
Transportation	98,601	77,553	-	77,553	114,989
Parking District	13,601	12,031	-	12,031	11,793
Drinking Water	1,134,086	1,126,157	-	1,126,157	1,239,444
Wastewater	343,692	344,188	-	344,188	365,075
Reclaimed Water	40,969	35,129	-	35,129	35,090
Stormwater	110,656	116,991	-	116,991	194,275
Solid Waste	477,379	505,305	-	505,305	544,957
Sustainability and Environmental Mgmt	106,664	78,246	-	78,246	84,876
Airport	140,153	128,646	-	128,646	128,370
	<u>7,397,924</u>	<u>9,468,862</u>	<u>-</u>	<u>8,717,322</u>	<u>9,856,855</u>
<b>Fire</b>					
General Fund	14,473,138	28,781,201	-	21,978,200	22,176,319
Water Resource and Infrastructure Fund	643,788	973,122	-	873,122	4,048,089
GO Bonds Funded Projects	-	-	-	-	2,295,000
	<u>15,116,926</u>	<u>29,754,323</u>	<u>-</u>	<u>22,851,322</u>	<u>28,519,408</u>
<b>Police</b>					
General Fund	22,437,055	26,722,092	-	25,176,728	27,855,509
	<u>22,437,055</u>	<u>26,722,092</u>	<u>-</u>	<u>25,176,728</u>	<u>27,855,509</u>
<b>Public Works</b>					
General Fund	2,655,936	6,401,503	-	4,107,507	9,436,602
Library	28,892	37,541	-	37,541	62,997
HURF	6,856,570	17,260,297	-	12,897,131	12,219,573
Transportation	4,097,136	7,511,127	-	4,650,818	11,043,115
Parking District	420	414	-	414	302
Drinking Water	122,584	19,269	-	19,269	11,189

City of Flagstaff  
Expenditures/Expenses by Division  
Fiscal Year 2024-2025

Division/Fund	Actual Expenditures/ Expenses 2022-2023	Adopted Budgeted Expenditures/ Expenses 2023-2024	Expenditure/ Expense Adjustments Approved 2023-2024	Estimated Expenditures/ Expenses* 2023-2024	Budgeted Expenditures/ Expenses 2024-2025
<b>Public Works - Continued</b>					
Wastewater	\$ 31,232	14,621	-	14,621	10,769
Stormwater	2,098	1,091	-	1,091	2,648
Solid Waste	13,828,915	25,041,953	-	18,249,129	19,272,056
Sustainability and Environmental Mgmt	5,970	17,522	-	17,522	8,251
Airport	108,393	140,657	-	140,657	112,020
	<u>27,741,354</u>	<u>56,449,244</u>	-	<u>40,138,949</u>	<u>52,183,716</u>
<b>Economic Vitality</b>					
General Fund	125,206	301,875	-	196,875	253,451
Library	5,655,128	6,669,069	-	6,172,737	8,404,439
Beautification	2,046,925	3,767,996	-	1,925,818	5,559,192
Economic Development	1,421,392	2,211,241	-	1,622,398	2,415,093
Tourism	3,292,670	4,052,041	-	3,645,347	4,462,332
Arts and Science	643,585	1,236,443	-	1,121,443	1,286,551
Parking District	790,126	2,212,836	-	1,097,836	2,280,174
Airport	5,754,691	25,474,918	-	9,520,107	27,533,597
	<u>19,729,723</u>	<u>45,926,419</u>	-	<u>25,302,561</u>	<u>52,194,829</u>
<b>Water Services</b>					
GO Bonds Funded Projects	1,367,877	25,109,399	-	9,589,861	32,473,867
Drinking Water	20,539,218	44,438,122	-	28,810,577	50,563,544
Wastewater	8,234,229	40,945,657	-	8,625,114	28,162,977
Reclaimed Water	362,372	2,966,583	-	678,006	2,211,434
Stormwater	8,166,232	28,762,565	-	6,828,261	36,572,202
	<u>38,669,928</u>	<u>142,222,326</u>	-	<u>54,531,819</u>	<u>149,984,024</u>
<b>Non-Departmental</b>					
General Fund	(2,283,616)	9,264,987	-	(556,706)	5,544,170
COVID Relief Fund	338,108	2,733,607	-	604,806	2,091,210
Library	74,008	70,981	-	70,981	68,663
HURF	202,761	182,781	-	182,781	76,672
Transportation	7,963,504	16,886,537	-	10,253,262	16,552,143
Housing and Community Services	16,709	52,000	-	52,000	51,500
Parking District	8,419	9,327	-	9,327	6,957
General Obligation Bonds	7,406,790	5,602,333	-	5,602,333	11,085,460
Pension Debt Service Fund	9,197,868	8,706,680	-	8,706,680	8,705,303
GO Bond Funded Projects	154,225	4,408,306	-	42,199	3,682,137
Non GO Bond Funded Projects	887,347	5,627,038	-	1,164,707	16,961,397
Drinking Water	189,267	158,635	-	158,635	178,339
Wastewater	64,525	49,627	-	49,627	62,090
Reclaimed Water	5,272	5,109	-	5,109	3,823
Stormwater	10,236	16,741	-	16,741	31,960
Solid Waste	258,843	233,796	-	233,796	188,924
Sustainability and Environmental Mgmt	14,861	12,367	-	12,367	24,452
Airport	43,078	13,777	-	13,777	46,843
	<u>24,558,752</u>	<u>54,043,096</u>	-	<u>26,630,889</u>	<u>65,370,706</u>
<b>City Engineering</b>					
General Fund	1,676,642	2,360,781	-	2,335,749	2,354,908
HURF	7,850,748	11,303,541	-	7,422,596	10,293,512
Transportation	11,371,479	65,480,023	-	12,931,477	81,790,356
	<u>20,898,869</u>	<u>79,144,345</u>	-	<u>22,689,822</u>	<u>94,438,776</u>

City of Flagstaff  
Expenditures/Expenses by Division  
Fiscal Year 2024-2025

Division/Fund	Actual Expenditures/ Expenses 2022-2023	Adopted Budgeted Expenditures/ Expenses 2023-2024	Expenditure/ Expense Adjustments Approved 2023-2024	Estimated Expenditures/ Expenses* 2023-2024	Budgeted Expenditures/ Expenses 2024-2025
<b>Parks, Recreation, Open Space and Events</b>					
General Fund	\$ 8,467,444	12,536,253	-	9,839,491	11,387,951
BBB-Recreation	143,256	2,270,947	-	2,260,547	2,520,400
	<u>8,610,700</u>	<u>14,807,200</u>	<u>-</u>	<u>12,100,038</u>	<u>13,908,351</u>
<b>Sustainability</b>					
Sustainability and Environmental Mgmt	1,214,201	10,825,051	-	7,955,020	20,589,159
	<u>1,214,201</u>	<u>10,825,051</u>	<u>-</u>	<u>7,955,020</u>	<u>20,589,159</u>
<b>Reserves/Contingencies</b>					
General Fund	(18,103)	4,204,060	(1,100,000)	2,539,000	2,514,000
Library	-	100,000	-	-	100,000
HURF	-	100,000	-	-	100,000
Beautification	-	10,000	-	-	10,000
Economic Development	6,527	45,000	-	-	45,000
Tourism	-	175,000	-	-	175,000
Arts and Science	-	10,000	-	-	10,000
Parking District	-	30,000	-	-	30,000
Drinking Water	-	1,000,000	-	-	1,000,000
Wastewater	4,677	800,000	-	-	800,000
Reclaimed Water	-	50,000	-	-	50,000
Stormwater	-	2,000,000	-	-	819,721
Solid Waste	-	500,000	-	500,000	500,000
Sustainability and Environmental Mgmt	-	30,000	-	-	30,000
Airport	-	100,000	-	-	100,000
Flagstaff Housing Authority	-	1,001,250	-	-	1,001,250
	<u>(6,899)</u>	<u>10,155,310</u>	<u>(1,100,000)</u>	<u>3,039,000</u>	<u>7,284,971</u>
All Funds Total	<u>\$ 217,491,581</u>	<u>539,705,762</u>	<u>-</u>	<u>287,494,064</u>	<u>579,432,772</u>

\*Includes actual expenditures/expenses recognized on the modified accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

City of Flagstaff  
Full-Time Employee and Personnel Compensation  
Fiscal Year 2024-2025

Fund	Full-Time Equivalent (FTE) 2024-2025	Employee Salaries and Hourly Costs 2024-2025	Retirement Costs 2024-2025	Healthcare Costs 2024-2025	Other Benefit Costs 2024-2025	Total Estimated Personnel Compensation 2024-2025
General Fund	639.52	\$ 51,892,177	\$ 6,241,382	\$ 6,480,046	\$ 4,184,133	\$ 68,797,738
Special Revenue Funds						
Housing and Community Services	1.00	72,788	8,931	9,100	6,589	97,408
Library	57.88	3,298,968	356,196	554,849	249,042	4,459,055
Highway User Revenue	36.27	2,583,695	277,997	403,651	264,069	3,529,412
Transportation	2.00	124,392	15,263	25,616	15,449	180,720
Beautification	3.00	250,273	30,753	31,327	19,760	332,113
Economic Development	2.65	246,134	30,267	33,116	19,186	328,703
Tourism	18.80	1,300,203	145,222	165,193	100,781	1,711,399
Arts and Science	0.65	56,584	6,965	7,465	4,443	75,457
Parking District	7.30	384,987	46,867	82,891	38,147	552,892
Water Resource & Infrastructure Protection	8.00	604,515	72,862	64,494	32,558	774,429
Total Special Revenue Funds	<u>137.55</u>	<u>8,922,539</u>	<u>991,323</u>	<u>1,377,702</u>	<u>750,024</u>	<u>12,041,588</u>
Capital Project Funds						
GO Bonds	1.23	84,464	10,364	11,431	7,711	113,970
Total Capital Project Funds	<u>1.23</u>	<u>84,464</u>	<u>10,364</u>	<u>11,431</u>	<u>7,711</u>	<u>113,970</u>
Enterprise Funds						
Drinking Water	58.40	4,401,849	529,697	603,895	381,300	5,916,741
Wastewater	22.70	1,468,057	180,130	262,085	135,806	2,046,078
Reclaimed Water	1.80	125,294	15,373	20,997	11,457	173,121
Stormwater	10.30	836,784	101,808	112,120	70,056	1,120,768
Solid Waste	48.50	3,301,230	399,811	476,560	326,147	4,503,748
Sustainability and Environmental Mgmt	12.35	902,473	101,912	86,368	71,135	1,161,888
Airport	15.85	1,178,645	159,707	170,937	61,109	1,570,398
Flagstaff Housing Authority	24.40	1,506,735	184,873	269,309	131,732	2,092,649
Total Enterprise Funds	<u>194.30</u>	<u>13,721,067</u>	<u>1,673,311</u>	<u>2,002,271</u>	<u>1,188,742</u>	<u>18,585,391</u>
Total All Funds	<u><u>972.60</u></u>	<u><u>\$ 74,620,247</u></u>	<u><u>\$ 8,916,380</u></u>	<u><u>\$ 9,871,450</u></u>	<u><u>\$ 6,130,610</u></u>	<u><u>\$ 99,538,687</u></u>

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Brandi Suda, Finance Director  
**Co-Submitter:** Heidi Derryberry  
**Date:** 06/12/2024  
**Meeting Date:** 06/18/2024



**TITLE:**

**Consideration and Adoption of Ordinance No. 2024-17:** An ordinance levying upon the assessed valuation of the property within the City of Flagstaff, Arizona, subject to taxation a certain sum upon each one hundred dollars (\$100.00) of valuation sufficient to raise the amount estimated to be required in the annual budget, less the amount estimated to be received from other sources of revenue; providing funds for various bond redemptions, for the purpose of paying interest upon bonded indebtedness and providing funds for general municipal expenses, all for the Fiscal Year ending the 30th day of June 2025. **(Primary and secondary property tax levies for FY 2024-2025)**

**STAFF RECOMMENDED ACTION:**

**At the June 18, 2024 Council Meeting:**

- 1) Read Ordinance No. 2024-17 by title only for the first time
- 2) City Clerk reads Ordinance No. 2024-17 by title only (if approved above)

**At the July 2, 2024 Council Meeting:**

- 3) Read Ordinance No. 2024-17 by title only for the final time
- 4) City Clerk reads Ordinance No. 2024-17 by title only (if approved above)
- 5) Adopt Ordinance No. 2024-17

**Executive Summary:**

The City Council is required to fix and levy the amount to be raised from property taxation after the adoption of the final budget, per A.R.S. Section 42-17151. The final budget is anticipated to be adopted on June 18, 2024.

**Financial Impact:**

The City is proposing a flat primary property tax levy of \$7,159,207 on existing properties, plus a levy of \$71,670 on new construction, for a total primary property tax levy in Fiscal Year (FY) 2024-2025 of \$7,230,877. The primary property tax rate to support this levy is 0.6363 per \$100 of assessed valuation (lower than the prior fiscal year). The proposed levy is less than the maximum allowable primary property tax levy allowed for FY 2024-2025, which is \$7,983,170.

The City is proposing a secondary property tax levy of \$9,001,046 on existing properties, plus a levy of \$90,108 on new construction, for a total secondary property tax levy in FY 2023-2024 of \$9,091,154. The proposed secondary property tax rate is 0.8000 per \$100 of net assessed valuation (same as the prior fiscal year).

**Policy Impact:**

Adoption of the proposed property tax levies will generate revenues to help fund the community needs as identified in the FY 2024-2025 Final Budget and policies reflected therein.

**Previous Council Decision or Community Discussion:**

- December Council Retreat on December 14, 2023
- February Budget Retreat on February 1, 2024 and February 2, 2024
- March Capital Improvement Budget Retreat on March 28, 2024
- Council Budget Retreat on April 25, 2024 and April 26, 2024
- Tentative Budget Adoption on June 4, 2024

**Options and Alternatives to Recommended Action:**

- 1) Adopt the primary and secondary property tax rates as proposed.
- 2) Adopt lower primary and secondary property tax rates than proposed.
- 3) Adopt higher tax rates than proposed, however, this action may be barred by Truth in Taxation Notice publication deadlines or other legal considerations.

**Background and History:**

Primary property tax revenues may be used for all purposes. Primary property tax levies are limited, per A.R.S. Section 42-17051. The City has the ability to increase the amount received from the primary property tax levy by a maximum of 2% each year excluding new construction. The maximum allowable increase for FY 2024-2025 is 10.0%. FY 2024-2025 proposed primary property tax levy is set at \$7,230,877, which is less than the maximum allowable levy of \$7,983,170.

Primary property tax levies are also subject to "Truth in Taxation" notice and hearing requirements, per A.R.S. Section 42-17107. On or before February 10 of each year, the county assessor must transmit to each city and town an estimate of the total net assessed valuation of the city, including new property added to the tax roll. If the proposed primary tax levy amount, excluding amounts attributable to new construction, is greater than the levy amount in the previous year, the city must follow the "Truth in Taxation" procedures. It is important to note that it is the levy amount and not the rate which triggers the "Truth in Taxation" procedures. The proposed FY2024-2025 primary tax levy amount did not trigger the "Truth in Taxation" procedures.

The City is budgeting primary property tax revenues of \$7,146,000 in its FY 2024-2025 Budget. This budgeted amount is less than the levy amount because the City is allowing for approximately 1.0% in bad debt (taxes not able to be collected). The City anticipates an overall 0.7% increase in primary property tax revenues in FY 2024-2025, due to the increase from new construction (properties added to tax roll). Primary property tax revenues may be used for any general purpose use of the City government.

Secondary property tax revenues may only be used by cities and towns to retire the principal and interest or redemption charges on general obligation bonds issued to pay for capital projects. Secondary property tax levies are not limited. The City has budgeted a total of \$9,091,154 in FY 2024-2025 secondary property tax, an approximate 5.3% increase over the FY 2023-2024 budget (\$8,633,802). The increase is directly related to the increased assessed valuation (increase in property values) and new construction. Secondary property tax revenues are used to pay general obligation debt issued for City capital projects. Five years of historical data is shown below:

Property Tax Rates	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025 Proposed
Primary	0.7510	0.7186	0.6954	0.6634	0.6363
Secondary	0.8000	0.8000	0.8000	0.8000	0.8000
Total	1.5510	1.5186	1.4954	1.4634	1.4363

Primary property taxes account for 7.9% of the General Fund revenues budgeted for FY 2024-2025. The adoption of the property tax levy is the final step in the entire budget approval process.

**Connection to PBB Priorities and Objectives:**

The adoption of the Annual Budget and Financial Plan provides direction and financial resources to support the Key Community Priorities and Objectives. The property tax adoption is part of the overall City budget adoption.



**Connection to Regional Plan:**

None

**Connection to Carbon Neutrality Plan:**

None

**Connection to 10-Year Housing Plan:**

None.

---

**Attachments:**    [Ord. 2024-17](#)

**ORDINANCE NO. 2024-17**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF FLAGSTAFF, ARIZONA, SUBJECT TO TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS, FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS AND PROVIDING FUNDS FOR GENERAL MUNICIPAL EXPENSES, ALL FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2025**

**RECITALS:**

WHEREAS, by the provisions of State law, the ordinance levying taxes for fiscal year 2024-2025 is required to be finally adopted not later than the third Monday in August; and

WHEREAS, the County of Coconino is the assessing and collecting authority for the City of Flagstaff.

**ENACTMENTS:**

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

SECTION 1. There is hereby levied on each one hundred dollars (\$100.00) of the assessed value of all property, both real and personal within the corporate limits of the City of Flagstaff, except such property as may be by law exempt from taxation, a primary property tax rate of 0.6363 for the fiscal year ending on the 30th day of June 2025. If this tax rate exceeds the maximum levy allowed by law, the Board of Supervisors of the County of Coconino is hereby authorized to reduce the levy to the maximum allowable by law after providing notice to the City.

SECTION 2. In addition to the rate set in Section 1 hereof, there is hereby levied on each one hundred dollars (\$100.00) of the assessed value of all property, both real and personal within the corporate limits of the City of Flagstaff, except such property as may be by law exempt from taxation, a secondary property tax rate of 0.8000 for the fiscal year ending June 30, 2025.

SECTION 3. Failure by the county officials of Coconino County, Arizona, to properly return the delinquent list, any irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to timely perform any of the duties assigned to him or to them shall not invalidate any proceedings or any deed or sale pursuant thereto, the validity of the assessment or levy of taxes or of the judgment of sale by which the collection of the same may be enforced shall not affect the lien of the City of Flagstaff upon such property for the delinquent taxes unpaid thereon; overcharge as to part of the taxes or of costs shall not invalidate any proceedings for the collection of taxes or the foreclosure of the lien thereon or a sale of the

property under such foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

SECTION 4. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. That the Clerk is hereby directed to transmit a certified copy of this ordinance to the County Assessor and the Board of Supervisors of the County of Coconino, Arizona.

SECTION 6. Effective Date. The tax levies imposed by this Ordinance shall take effect August 2, 2024.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 2nd day of July, 2024.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Jennifer Mikelson, Housing Planning Manager  
**Co-Submitter:** Justyna Costa  
**Date:** 06/12/2024  
**Meeting Date:** 06/18/2024



---

**TITLE:**

**Consideration and Approval of Ground Lease Agreement** between the City of Flagstaff and Housing Solutions of Northern Arizona, Inc. for the development of affordable rental housing.

**STAFF RECOMMENDED ACTION:**

1. Approve the ground lease with Housing Solutions of Northern Arizona, Inc.
2. Authorize City Manager to execute the ground lease

**Executive Summary:**

Approval of this 99-year lease will allow Housing Solutions of Northern Arizona, Inc. (HSNA) to proceed with final grant documents from the Arizona Department of Housing to construct and operate an affordable rental project on City property located at 2240 N. Isabel Street (APN# 109-11-151D). Council approved a lease option with HSNA (GEN-2022-118-AG1) prior to applying for funding in 2022.

**Financial Impact:**

This affordable rental development would qualify for fee waivers/reimbursements under the Incentive Policy for Affordable Housing (IPAH), which is funded by the general fund.  
A ground lease fee of \$100 will be collected from HSNA annually.

**Policy Impact:**

None

**Previous Council Decision or Community Discussion:**

A Lease Option (GEN-2022-118-AG1) with Housing Solutions of Northern Arizona, Inc. was approved in March 2022.

Prior Council action included a 2018 Purchase and Sale Agreement (GEN-2018-123-AG1) for this property but was not put into effect.

**Options and Alternatives to Recommended Action:**

1. Make changes to the draft ground lease; or
2. Provide alternative direction on the use of the property located at 2240 N Isabel Street.

**Background and History:**

**Project Information**

If this ground lease is approved and final loan docs with ADOH are executed, HSNA will begin the work of

developing the City's first ever affordable rental project on leased City property. HSNA will construct 11 three-bedroom apartments, which will provide permanent, affordable housing for low-income households. HSNA property managers will connect tenants with community-based resources and case management support as needed. Resources may include physical and mental health services, food resources, transportation support, etc. A portion of the Izabel Street Community Garden will be relocated to make room for one of the apartment buildings. The portion of the garden that will remain in place will be fenced off during construction to prevent soil disturbance. A mitigation plan detailing further soil preservation efforts and remediation requirements will be developed between Sustainability staff and HSNA.

Terms of the lease:

- 99-year lease term
- \$100 annual lease fee
- State funding requires a 15-year compliance period;
  - Project will serve households earning up to 30% AMI, including formerly homeless households and domestic violence victims.
- After the 15-year period, the lease requires the project serve an average 80% AMI, with no tenant exceeding 100% AMI.
- Preservation of the Izabel Street Community Garden

### **History of Parcel**

In 2018, per Council direction, Housing staff conducted a procurement process (RFP 2018-02), to find a development partner to construct and operate 100% affordable multifamily rental units across three City owned properties. One of the properties was located at 2240 N Izabel Street, adjacent to the BMX Park and the Izabel Street Community Garden in Sunnyside. Concurrent with the procurement process, staff rezoned the .87 acre property from Public Facility to Medium Density Residential in January 2018 (Ordinance 2018-04). By March of 2018 the City had selected Brinshore Development LLC as a development partner and entered into a purchase and sale agreement for City property (GEN-2018-123-AG1). The developer intended to use Low Income Housing Tax Credit (LIHTC) funding to construct the scattered site project. The City stipulated that the community garden be retained onsite. During site planning the garden was shifted 90 degrees counter-clockwise to align with the floodplain and split from the main parcel (new APN# 109-11-151E). A site plan for two 2-story buildings containing 11 three-bedroom units and a leasing office was approved by Planning & Development staff in March 2019. The original site and building plans for the project have expired and will need to be updated through the City's Interdepartmental Staff review process.

In September 2019 the City received a withdrawal letter from Brinshore, indicating there was not sufficient funding to complete the project, and their Low-Income Housing Tax Credits were returned to the Arizona Department of Housing (ADOH).

Two years later, ADOH announced a grant funding opportunity as pandemic-era relief funding became available. Local housing non-profit HSNA contacted Brinshore about reviving the multifamily rental project on Izabel Street, and Brinshore generously agreed to donate plans to HSNA. Council approved a Lease Option (#GEN-2022-118-AG1) for the property in March 2022 prior to HSNA's application for funding. The lease option memorialized HSNA and the City's intention to pursue a long-term lease of City property if sufficient funding to construct the project was obtained. In February 2023, HSNA was notified of their conditional award of over \$8 million in funding for the project. Staff processed two one-year extensions of the Lease Option while awaiting funding approval and development of the ground lease. Staff is bringing forward the attached ground lease for Council approval so that final funding contracts may be secured between HSNA and ADOH.

### **Connection to PBB Priorities and Objectives:**

Livable communities Safe and Healthy Community

### **Connection to Regional Plan:**

Policy E&C.9.2. Construction projects employ strategies to minimize disturbed area, soil compaction, soil

erosion, and destruction of vegetation.

Policy NH.3.3. Increase the availability of affordable housing for very low-income persons, through innovative and effective funding mechanisms.

Policy NH.5.1. Provide adequate resources for families with children experiencing homelessness.

**Connection to Carbon Neutrality Plan:**

HA-1: Create housing options for households at all income levels and family sizes occupied by local residents.

HA-2: Connect people to equitable housing solutions.

**Connection to 10-Year Housing Plan:**

Create 5.9: Prioritize the development of City of Flagstaff owned land designated for affordable housing and evaluate other City-owned parcels for affordable and mixed-income housing.

Connect 3.2: Encourage neighborhoods, housing types, and building practices that increase health.

- 
- Attachments:**
- [Lease Option](#)
  - [Lease Option Extension 1](#)
  - [Lease Option Extension 2](#)
  - [Proposed Ground Lease with HSNA](#)
  - [HSNA Ground Lease Presentation](#)

**AGREEMENT FOR OPTION TO LEASE REAL ESTATE**

This Agreement for an Option to Lease Real Estate (this “Agreement”) is entered into this 28<sup>th</sup> day of ~~February~~<sup>March</sup>, 2022 between the City of Flagstaff, a political subdivision of the State of Arizona (the “Optionor”), and Housing Solutions of Northern Arizona, a non-profit organization (the “Optionee”). Optionor and Optionee may be referred to individually in this Agreement as a Party or jointly as the Parties.

**RECITALS**

A. Optionor owns real estate located at 1700 East Sixth Avenue in Flagstaff, AZ, as more specifically described in Exhibit A, that has been set aside by Optionor for the development of affordable housing (the “Property”).

B. Optionor intends to develop, or work with a partner organization to develop, affordable housing on the Property to further address the housing emergency in Flagstaff, as declared by the Flagstaff City Council on December 1, 2020, through the Council’s adoption of Resolution No. 2020-66.

C. The new housing units will provide needed safe, decent, and affordable housing opportunities for all residents of the City of Flagstaff.

D. In 2018, Optionor worked with a private developer on a plan to develop affordable housing on multiple properties owned by Optionor, including the Property.

E. Despite the best efforts of Optionor and developer, the multi-site development project never came to fruition; however, construction plans for an eleven-unit affordable housing development on the Property were completed by the prior developer.

F. Optionee is a Flagstaff non-profit housing organization whose mission is to build opportunities for sustainable, affordable housing in northern Arizona.

G. Optionee has obtained the plans that were previously drafted for the Property and is currently in the process of applying for funding opportunities to construct the development (the “Project”).

H. If Optionee is able to obtain funding to construct the Project, Optionor is willing to enter into a long-term ground lease with Optionee that will allow Optionee to construct the Project on the Property and manage the affordable units.

I. In order to meet the prerequisites for certain funding opportunities, Optionee must demonstrate that it has sufficient site control over the land on which the proposed project will be constructed.

J. Optionor and Optionee wish to enter into this Agreement to memorialize their mutual intention to enter into a long-term lease of the Property if Optionee obtains adequate funding to construct the Project.

## AGREEMENT

In consideration of the promises and mutual covenants set forth herein, the Parties hereto, with the intent to be legally bound hereby, agree as follows:

1. Option to Lease Property. During the Term (as defined in Paragraph 3 below), Optionee shall have the exclusive right and option (the "Option") to lease the Property from the Optionor, upon the terms and conditions set forth herein. The Option shall be exercisable by written notice from Optionee to Optionor at any time before the termination of this Agreement. In the event that Optionee exercises the Option, Optionor and Optionee shall execute and deliver a lease in a form to be agreed upon by Optionor and Optionee (the "Lease").

2. Option Price. Optionee shall pay to Optionor the sum of Thirty (\$30.00) Dollars each year that this Agreement is in place.

3. Term. This Agreement shall commence as of the date written above and terminate on June 1, 2023, unless sooner terminated as provided herein (the "Term"). Optionee may request two one-year extensions of this Agreement. Upon termination of this Agreement as provided herein, neither party shall have any further rights or obligations hereunder.

4. Title. At the Closing (as defined in Paragraph 9 below), Optionor shall furnish to Optionee evidence of good, marketable, and insurable title to the Property.

5. Lease. If Optionee exercises the Option, then Optionor and Optionee shall enter into the Lease in a form mutually agreed upon by the Parties. The Lease shall convey a leasehold interest in the Property to Optionee for a term not less than 99 years. Unless otherwise agreed at the time of execution of the Lease, base rent shall be \$100 per year. Such Lease shall include those terms, conditions, covenants and other provisions that are usual and customary and normally required by prudent parties engaged in similar transactions. Upon executing the Lease, Optionor may be required to execute a Declaration of Affirmative Land Use and Restrictive Covenants Agreement (a "LURA") in relation to the Property. If the Parties do not consummate an acceptable Lease within 120 days after Optionee exercises its Option, then this Agreement shall terminate. The 120-day Lease negotiation period may be extended by the mutual written consent of the Parties.

6. Conditions Precedent to Performance by the Optionee. Optionee shall be obligated to complete the transaction and to consummate the Lease of the Property only upon the satisfaction of each of the following conditions set forth below or the waiver thereof by the Optionee:



- a. Optionor is duly authorized to consummate the Lease;
- b. Optionor shall be able to convey good, marketable, and insurable leasehold interest in the Property; and
- c. Optionee shall have all required approvals from its funding provider, lender(s), and any investor(s) as to the form of Lease and the Project.

7. Conditions Precedent to Performance by the Optionor. Optionor shall be obligated to complete the transaction and to consummate the Lease of the Property only upon the satisfaction of each of the following conditions set forth below or the waiver thereof by Optionor:

- a. The representations and warranties of Optionee contained in this Agreement shall be true and correct in all respects on the date hereof and on the date of Closing as though such representations and warranties were made on each such date;
- b. Optionee shall have obtained any and all government, funding provider, investor and lender approvals, licenses, permits and other approvals necessary for the consummation of the transaction contemplated by this Agreement;
- c. Optionee shall have received the necessary funding for the Project; and
- d. If necessary, Optionor shall have received on or before the date of Closing, HUD's approval of the disposition of the Property and the form of the Lease.

8. Representations and Warranties of the Optionee and Optionor. The Optionee hereby represents, warrants, and covenants to the Optionor that:

- a. The Optionee is duly organized, validly existing, and in good standing under the laws of the State of Arizona; and
- b. The Optionee has the right, power, legal capacity and authority to execute, deliver and perform this Agreement.

The Optionor hereby represents, warrants and covenants to the Optionee that:

- a. the Optionor has the right, power, legal capacity and authority to execute, deliver and perform this Agreement.

9. Closing. The closing shall occur within 120 days after the date of written notice from the Optionee to the Optionor of the Optionee's exercise of the Option (the "Closing"), unless the parties are unable to consummate an acceptable Lease, in which case this Agreement will

terminate pursuant to Paragraph 5. The Closing date may be extended by the mutual written consent of the parties. At the Closing, each of the parties shall deliver such other documents and perform such other conditions as are required of them by the terms of this Agreement or which may reasonably be required in order to complete the transaction.

10. Event of Default. The failure of the other party to perform any of its duties and obligations set forth in this Agreement shall constitute an event of default.

11. Remedies. Upon the occurrence and during the continuation of an event of default, the non-defaulting party may, at its option, elect to enforce the terms of this Agreement, including specific performance, or demand and be entitled to, full termination of this Agreement.

12. Notices. All notices, requests, demands, approvals, or other formal communications given hereunder or in connection with this Agreement shall be in writing and shall be deemed received three days after being sent by registered or certified mail, return receipt requested, postage prepaid; or one day after being sent by a nationally recognized, receipted overnight delivery service, addressed as follows:

If to Optionee:

Housing Solutions of  
of Northern Arizona  
2304 N. 3rd Street  
Flagstaff, AZ 86004  
Attn: President

If to Optionor:

Flagstaff Housing Authority  
3481 North Fanning Drive  
Flagstaff, AZ 86004  
Attn: Housing Director

With copies to:

City of Flagstaff  
211 West Aspen Avenue  
Flagstaff, AZ 86001  
Attn: City Attorney  
Attn: City Clerk

13. No Third Party Beneficiaries. Nothing contained in this Agreement, nor any act of Optionor or Optionee, shall be deemed or construed to create any relationship of third party beneficiary, principal and agent, limited or general partnership, joint venture, or any association or relationship involving Optionor and Optionee.

14. Cancellation for Conflict of Interest. This Agreement may be terminated pursuant to the provisions of A.R.S. 38-511.

15. Assignment. Optionee may not assign, pledge or otherwise transfer its interest in this Agreement without the prior written consent of Optionor.

16. Modifications. No modification of this Agreement shall be effective unless set forth in writing and signed by both Parties.

17. Further Assurances. Each Party shall execute such other and further documents as may be reasonably necessary or proper for the consummation of the transaction contemplated by this Agreement.

18. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

19. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof.

20. Paragraph Heading. Captions at the beginning of each paragraph of this Agreement are solely for the convenience of the parties and are not part of this Agreement.

21. Exhibits. All exhibits attached to this Agreement are incorporated herein by this reference.

22. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

23. Interpretation and Governing Law. This Agreement shall be construed as though prepared by both Parties. This Agreement has been made and entered into and shall be construed, interpreted, and governed by the law of the State of Arizona. Any litigation regarding this Agreement or the Property shall be brought in the state courts located in Coconino County, Arizona.

24. Severability. If any portion of the Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining parts shall remain in full force as though such invalid or unenforceable provision had not been a part of this Agreement.

25. Certification Regarding Debarment, Etc. By executing this Agreement, Optionee certifies to the Optionor, and in addition agrees that in any proposal submitted to Optionor in connection with this Agreement Optionee shall further certify to the Optionor, that neither Optionee nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction evidenced by this Agreement by any federal department or agency and further agrees to comply with the requirements of 2 C.F.R. Part 2424.

26. Other Laws, Rules Regulations and Directives, Optionee, and any of its subcontractors, shall comply with all other applicable federal, state or local laws, rules, regulations, orders and directives.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have executed this Agreement as of the date first set forth above.

**CITY OF FLAGSTAFF, ARIZONA**

\_\_\_\_\_  
Greg Clifton, City Manager


3/28/2022

\_\_\_\_\_  
Date

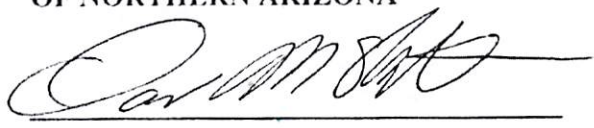
ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Sterling Solomon, City Attorney

**HOUSING SOLUTIONS  
OF NORTHERN ARIZONA**

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Date

EXHIBIT A  
LEGAL DESCRIPTION OF PROPERTY



**LEGAL DESCRIPTION:**

A parcel of land, said parcel being a part of that parcel described in Instrument No. 3098059 of the Records of Coconino County, Arizona, situated in the Southeast  $\frac{1}{4}$  of Section 11, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said parcel being more particularly described as follows:

From the South  $\frac{1}{4}$  of said Section 11, said point being a found aluminum cap 14671, thence N 00° 47' 10" W, along the North-South centerline of said Section 11, for a distance of 352.35 feet to a found aluminum cap 27253;

thence N 00° 50' 31" W, along said North-South centerline, for a distance of 163.66 feet to a set 1/2" rebar w/Cap 14671, said point being the **TRUE POINT OF BEGINNING**;

thence continue N 00° 50' 31" W, along said North-South centerline, for a distance of 128.59 feet to a set 1/2" rebar w/Cap 14671;

thence N 44° 25' 16" E a distance of 21.12 feet to a set 1/2" rebar w/Cap 14671, said point being on the South Right-of-Way line of Colanth Avenue;

thence N 89° 40' 53" E, along South Right-of-Way line, for a distance of 96.03 feet to a found aluminum cap SHEPARD, said point being on the West subdivision line of Pineview Village, Phase One as recorded in Case 4, Map 14 of the Records of Coconino County;

thence S 00° 54' 53" E, along said West subdivision line, for a distance of 84.97 feet to a found  $\frac{1}{2}$ " rebar;

thence S 89° 52' 40" E, along said West subdivision line, for a distance of 37.91 feet to a found  $\frac{1}{2}$ " rebar;

thence S 00° 48' 29" E, along said West subdivision line, for a distance of 221.39 feet to a found aluminum cap 27253;

thence S 89° 25' 26" W for a distance of 72.80 feet to a set 1/2" rebar w/Cap 14671;

thence N 00° 19' 03" W for a distance of 35.15 feet to a set 1/2" rebar w/Cap 14671;

thence N 05° 04' 35" W for a distance of 83.39 feet to a set 1/2" rebar w/Cap 14671;

thence N 52° 53' 41" W for a distance of 56.97 feet to a set 1/2" rebar w/Cap 14671;

thence N 45° 07' 30" W for a distance of 14.82 feet to the **TRUE POINT OF BEGINNING**,

said parcel contains 29,583 square feet of land, more or less, including any easements of record over the above mentioned parcel.

NES # 17-074-Parcel 1.



528 West Aspen Avenue / Flagstaff, Arizona 86001 / (928) 774-5058



# City of Flagstaff

March 4, 2024

Devonna McLaughlin, CEO  
Housing Solutions of Northern Arizona  
2304 N. Third Street  
Flagstaff, AZ 86004  
[devonnam@housingnaz.org](mailto:devonnam@housingnaz.org)

**RE: Contract Name: Agreement for Option to Lease Real Estate  
Contract No.: GEN-2022-118-AG1  
CONTRACT EXTENSION NO.: 1**

The City of Flagstaff entered into contract #GEN-2022-118-AG1 with Housing Solutions of Northern Arizona on 03/28/2022 for Agreement for Option to Lease Real Estate, as may have been amended (hereafter referred to as the "Contract").

The Contract commenced on 03/28/2022 and expired on 06/01/2023. The Contract provides for two (2) one-year Contract extensions with the same terms and conditions as the original Contract by mutual agreement between the City of Flagstaff and Housing Solutions of Northern Arizona.

The City of Flagstaff is requesting your consideration of this 1st one-year Contract extension, effective 06/02/2023 to 06/01/2024. If your organization is willing to continue services for the 1st one-year Contract extension, please sign and return this formal letter via email to [Grants.Contracts@flagstaffaz.gov](mailto:Grants.Contracts@flagstaffaz.gov).

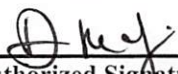
Please let the Grants, Contracts, and Emergency Management Office know if you have any questions or concerns regarding this extension by emailing the above address.

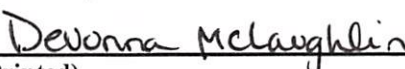
Sincerely,

 Digitally signed by Stacey  
Brechler-Knaggs  
Date: 2024.03.04 14:32:45 -07'00'

Stacey Brechler-Knaggs  
Grants, Contracts, & Emergency Management Director

**Housing Solutions of Northern Arizona hereby agrees to the 1st one-year Contract extension per the terms, conditions, and scope of work outlined in Contract #GEN-2022-118-AG1 dated 03/28/2022.**

  
\_\_\_\_\_  
Authorized Signature

  
\_\_\_\_\_  
Name (Printed)

3/5/24  
\_\_\_\_\_  
Date

CEO  
\_\_\_\_\_  
Title



# City of Flagstaff

March 4, 2024

Devonna McLaughlin, CEO  
Housing Solutions of Northern Arizona  
2304 N. Third Street  
Flagstaff, AZ 86004  
[devonnam@housingnaz.org](mailto:devonnam@housingnaz.org)

**RE: Contract Name: Agreement for Option to Lease Real Estate  
Contract No.: GEN-2022-118-AG1  
CONTRACT EXTENSION NO.: 2**


The City of Flagstaff entered into contract #GEN-2022-118-AG1 with Housing Solutions of Northern Arizona on 03/28/2022 for Agreement for Option to Lease Real Estate, as may have been amended (hereafter referred to as the "Contract").

The current Contract Extension no. 1 commenced on 03/28/2023 and will expire on 06/01/2024. The Contract provides for two (2) one-year Contract extensions with the same terms and conditions as the original Contract by mutual agreement between the City of Flagstaff and Housing Solutions of Northern Arizona.

The City of Flagstaff is requesting your consideration of this 2nd one-year Contract extension, effective 06/02/2024 to 06/01/2025. If your organization is willing to continue services for the 2nd one-year Contract extension, please sign and return this formal letter via email to [Grants.Contracts@flagstaffaz.gov](mailto:Grants.Contracts@flagstaffaz.gov).

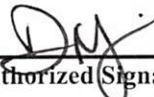
Please let the Grants, Contracts, and Emergency Management Office know if you have any questions or concerns regarding this extension by emailing the above address.

Sincerely,

  
Digitally signed by Stacey  
Brechler-Knaggs  
Date: 2024.03.04 14:33:11  
-0700

Stacey Brechler-Knaggs  
Grants, Contracts, & Emergency Management Director

**Housing Solutions of Northern Arizona hereby agrees to the 2nd one-year Contract extension per the terms, conditions, and scope of work outlined in Contract #GEN-2022-118-AG1 dated 03/28/2022.**

  
\_\_\_\_\_  
Authorized Signature

3/5/24  
\_\_\_\_\_  
Date

Devonna McLaughlin  
\_\_\_\_\_  
Name (Printed)

CEO  
\_\_\_\_\_  
Title

## GROUND LEASE

For Izabel Apartments, 2240 N Izabel Street

This Ground Lease ("Ground Lease") is made as of \_\_\_\_\_, 20\_\_ (the "Effective Date") between CITY OF FLAGSTAFF, ARIZONA, a municipal corporation (the "Landlord"), and HOUSING SOLUTIONS OF NORTHERN ARIZONA, INC., an Arizona nonprofit corporation (the "Tenant").

### RECITALS

- A. The Tenant has received HOME-ARP funding from the Arizona Department of Housing (ADOH) to facilitate construction of the Development (defined below).
- B. As part of the development, the Landlord agreed to ground lease to the tenant certain vacant land located in the City of Flagstaff, County of Coconino, State of Arizona, on which the Tenant will cause to be constructed a new 11-unit multifamily development to be known as "Izabel Apartments" (the "Development").

### LEASE

In consideration of the foregoing recitals, promises and mutual covenants, the Landlord and Tenant enter into this Ground Lease on the terms and conditions set forth herein with the intent to be legally bound.

### ARTICLE I – GRANT OF LEASED PREMISES; TERM

1.01 Grant of Leased Premises. The Landlord hereby leases to the Tenant to have and to hold for a term commencing on the Effective Date and expiring on the date which is ninety-nine (99) years from the Effective Date (the "Expiration Date"), unless sooner terminated as provided herein.

### ARTICLE II – PREMISES

2.01 Premises. The Premises consists of that certain parcel of land located in the City of Flagstaff, County of Coconino, Arizona, as more particularly described on Exhibit A, attached hereto and incorporated herein together with all appurtenances and easements related thereto (collectively, the "Premises"). Tenant's interest in this Ground Lease, the leasehold estate in the Premises created hereby, and/or the Improvements (defined in Section 2.02 hereof) are referred to collectively as the "Leasehold Estate."

2.02 Improvements.

(a) The Tenant shall construct or cause to be constructed on the Premises certain improvements as described in Exhibit B, attached hereto and incorporated herein (the "Improvements") for use as 11 new rental units of housing. For the first fifteen (15) years after the units are placed in service, units will be rented to HOME-ARP eligible households, in compliance with ADOH regulations. These units will benefit very low-income households under 30% AMI, formerly homeless households and survivors of domestic violence. After the HOME-ARP compliance period, units will be leased to households whose incomes average 80% AMI, with no household to exceed 100% AMI. Landlord and Tenant will execute any necessary documents required by the Arizona Department of Housing. The Arizona Department of Housing will encumber the Premises with a recorded Deed of Trust and recorded Covenants, Conditions & Restrictions.



(b) Tenant shall not discriminate against an applicant's source of income and will accept HUD Housing Choice Vouchers and Veterans Affairs Supportive Housing Vouchers. Standards for applicant income shall be waived for voucher holders, as the rent affordability is reviewed and determined by the Flagstaff Housing Authority.

(c) The Improvements shall be constructed in accordance with the applicable requirements of all laws, ordinances, codes, orders, rules and regulations (collectively all "Applicable Laws") of all governmental entities having jurisdiction over the Improvements (collectively the "Governmental Authorities"), including but not limited to HUD, and the terms of the Applicable Deed Restriction Documents, for so long as such Applicable Deed Restriction Documents are in effect.

(d) The Tenant shall apply for and prosecute, with reasonable diligence, all necessary approvals, permits and licenses required by applicable Governmental Authorities for the construction, development, zoning, use and occupation of the Improvements. The Landlord, upon reasonable request of the Tenant, shall cooperate with the Tenant in applying for such approvals, permits and licenses.

(e) Construction of the Improvements shall be performed in a good and workmanlike manner in accordance with approved plans and specifications and in conformity with all Applicable Laws.

(f) Tenant shall pay for all costs of completing the Improvements. Following completion of the Improvements, Tenant may not alter the Improvements or make additional improvements to the Premises at any time, without Landlord's consent; provided, however, that upon 15 days' written notice to the Landlord (other than in the case of emergency, when Tenant shall promptly notify Landlord of its intent to provide with alterations under this paragraph), Tenant may alter the Improvements if necessary to preserve structural integrity, and the foregoing shall not limit Tenant's ability to maintain the Improvements as required by Section 8.01 of this Ground Lease. Any such additional improvements consented to by the Landlord shall be deemed part of the "Improvements."

(g) The Tenant, by the terms of this Ground Lease, shall retain exclusive use and control of the Improvements, and the Tenant shall have the benefits and burdens of ownership as defined in the Code, and the Tenant shall be deemed the owner of the Improvements for federal income tax purposes. Any and all depreciation, amortization and tax credits for federal or state tax purposes relating to the Improvements located on the Premises and any additions thereto, substitutions therefore, fixtures therein and other property relating thereto shall be deducted or credited exclusively by the Tenant during the term of this Ground Lease. Notwithstanding any provision in this Ground Lease to the contrary, title to all Improvements (and any other alterations, equipment and fixtures built, made or installed by the Tenant in, on, under or to the Premises or the Improvements) shall be vested in the Tenant.

**2.03 Removal of Improvements.** Upon termination of this Ground Lease, whether at the end of the 99-year term or earlier, Tenant shall, at the Landlord's election in Landlord's sole and absolute discretion, either transfer ownership of the Improvements to Landlord at no cost to Landlord or demolish the Improvements and restore the Premises to its original condition at no cost to Landlord.

**2.04 Condition of Premises.** Tenant accepts the Premises in its existing "as is" condition as of the execution of this Lease. Landlord makes no representations or warranty of any kind with respect to the

suitability of the Premises for Tenant. Tenant has reviewed a recent title report of the Premises. Tenant has had the opportunity to inspect the condition of the Premises.

#### 2.05 Community Garden.

An existing community garden use will continue to operate on the premises as depicted in Exhibit B; however, the City of Flagstaff Sustainability Division shall suspend gardening activities onsite for the duration of the construction period. The Tenant agrees to mitigate construction impacts to the existing community garden amenities during construction to the extent feasible, including preservation of existing garden topsoil in the area of the existing community garden that will be needed for construction as depicted in Exhibit B and transfer of this topsoil to within the fenced preservation area described below, and also including replacement of any fruit trees that are damaged during construction with like young fruit trees approved by the City of Flagstaff Sustainability Director. The City of Flagstaff Sustainability Division shall be consulted and informed during the construction activities and shall approve Tenant's mitigation plan to mitigate construction impacts to the existing garden. The existing community garden amenities and infrastructure that can be preserved under the new design will be fenced during construction to ensure as little disruption as possible. Prior to the issuance of certificate of occupancy on the premises, Tenant shall rehabilitate the garden and restore it to its former condition to the satisfaction of the City of Flagstaff Sustainability Director. This includes remediating soil of the existing garden, if needed, and addressing any compaction that occurred during construction for the area of the expanded garden as depicted in Exhibit B.

Tenant is not responsible for management of the garden. Programming and management of the community garden will be under the sole discretion and authority of the City of Flagstaff. Water usage for the garden will be paid for by the City of Flagstaff. Community garden users and visitors will utilize on-street parking.

Further programming and responsibilities related to the community garden use and maintenance may be detailed in a future permit between the City of Flagstaff and the community garden project partner.

### **ARTICLE III – REPRESENTATIONS AND WARRANTIES**

3.01 Tenant's Representations and Warranties. The Tenant hereby warrants and represents to the Landlord as follows:

(a) Existence. The Tenant is a nonprofit corporation presently existing and in good standing under the laws of the State of Arizona.

(b) Authority. The Tenant (i) has the power and authority to own its properties and assets, to conduct its business as presently conducted and to execute, deliver and perform its obligations under this Ground Lease and (ii) has obtained all authorizations and approvals which are necessary for it to execute, deliver and perform its obligations under this Ground Lease.

(c) Binding Obligation. This Ground Lease has been duly and validly executed and delivered by the Tenant and constitutes a legal, valid and binding obligation of the Tenant enforceable in accordance with its terms.

(d) Litigation. There is no pending or, to the best of the Tenant's knowledge, threatened investigation, action or proceeding by or before any court, any governmental entity or arbitrator which

(i) questions the validity of this Ground Lease or any action or act taken or to be taken by the Tenant pursuant to this Ground Lease or (ii) is likely to result in a material adverse change in the authority, property, assets, liabilities or condition, financial or otherwise, of the Tenant, which will materially impair its ability to perform its obligations hereunder.

(e) Full Disclosure. No representation, statement or warranty by the Tenant contained in this Ground Lease or in any exhibit attached hereto contains any untrue statement or omits a material fact necessary to make such statement of fact therein not misleading.

3.02 Landlord's Representations and Covenants. The Landlord, to the best of its knowledge, hereby represents to the Tenant, and covenants to the Tenant, as applicable, as follows:

(a) Title. The Landlord owns fee simple, good and marketable title to the Premises, subject only to title encumbrances listed on Exhibit A-1, attached hereto.

(b) Authority. The Landlord has the power and authority to execute and deliver this Ground Lease, to consummate the transactions contemplated hereby and to perform its obligations hereunder.

(c) Assessments. Except as otherwise disclosed to Tenant, Landlord has not received notice of any unpaid special assessment for sewer, sidewalk, water, paving, gas, electrical or utility improvements affecting the Premises.

(d) Modification; Termination. So long as a Permitted Leasehold Mortgagee's loan with respect to the Development remains outstanding, the Landlord shall not cancel or terminate this Ground Lease (except following an Event of Default (defined in Section 13.02 hereof) that is not cured by the Tenant or a Permitted Leasehold Mortgagee as permitted hereunder), or accept a surrender or termination of this Ground Lease by the Tenant, without the prior written consent of such Permitted Leasehold Mortgagee. Except as may be required by applicable laws, the Landlord shall not amend, modify or supplement this Ground Lease without the prior written consent of each Permitted Leasehold Mortgagee.

#### **ARTICLE IV – RENT**

4.01 Basic Annual Rent. Beginning on the first (1<sup>st</sup>) day of the month following the Effective Date of the Ground Lease, Tenant shall pay as an operating expense "Basic Annual Rent" to Landlord in the amount of One Hundred and 00/100 Dollars (\$100.00) per year, in one annual installment, which reflects the value of the additional considerations that the Tenant will provide to the Landlord pursuant to this Ground Lease, including the Tenant's agreement to construct and maintain the Improvements and to use the Premises as provided in this Ground Lease. Basic Annual Rent will remain consistent throughout the term of the Ground Lease.

4.02 Payments By Tenants. Other than as expressly set forth in this Ground Lease, all costs, expenses, liabilities, charges or other deductions whatsoever with respect to the Premises and the Improvements or with respect to any interest of the Landlord in the Premises, the Improvements or this Ground Lease shall be the responsibility of the Tenant.

#### **ARTICLE V – TAXES, OPERATING EXPENSES, INSURANCE REQUIREMENTS AND RESTORATION**

#### 5.01 Taxes.

(a) The Tenant will pay any payments in lieu of real estate taxes, any real estate taxes, excise taxes, rental taxes and personal property taxes and assessments assessed, levied, confirmed or imposed on the Premises or the Improvements during the term of this Ground Lease whether or not now customary or within the contemplation of the Landlord and the Tenant. The Landlord shall pay all local, state or federal net income taxes assessed against the land. And Permitted Leasehold Mortgagee shall have the right, but not the obligation, to pay any such taxes and assessments and cure any monetary or non-monetary default under any encumbrance that has priority over the Ground Lease.

(b) As required under Arizona Revised Statutes §42-6206, the Tenant is hereby notified of its potential tax liability under the Government Property Lease Excise Tax provisions of Arizona Revised Statutes §42-6201, et seq. Tenant shall pay such tax due, if any, in accordance with the law. Tenant shall be solely responsible for seeking any available tax exemption or abatement for Premises and Improvements which Tenant deems necessary or desirable at its cost and expense, provided that the foregoing shall not obligate Tenant to seek any such exemptions or abatement.

#### 5.02 Operating Expenses.

(a) Tenant's Obligations. Except for expenses which are direct obligations of the residential occupants of the Development, the Tenant will pay or cause to be paid directly to the providers of such services all costs and expenses attributable to or incurred in connection with the ownership, use, leasing, occupancy, operation, maintenance and repair of the Premises and the Improvements including without limitation (i) all energy sources and utilities for the Improvements, such as propane, butane, natural gas, steam, electricity, solar energy and fuel oil; (ii) all water, sewer and trash disposal services; (iii) all maintenance, repair, replacement and rebuilding of the Improvements including, without limitation, all mechanical, electrical, HVAC, telecommunications and security systems within the Improvements, and all structural and non-structural components of the Improvements, both interior and exterior; (iv) all landscaping, maintenance, repair and striping of all parking areas of the Improvements; (v) all insurance premiums relating to Tenant's required insurance for the Premises and Improvements, including fire and extended coverage, public liability insurance, rental insurance, all risk insurance and environmental insurance; and (vi) the costs and expenses of all capital improvements or repairs (whether structural or non-structural) required to maintain the Improvements in good order and repair or required by any Governmental (or quasi-governmental) Authority having jurisdiction over the Premises and the Improvements.

(b) Permits and Licenses. The Tenant will also procure, or cause to be procured, any and all necessary permits, licenses or other authorizations required for the installation and maintenance of wires, pipes, conduits, equipment and appliances for use in supplying any such service to the and upon the Premises and the Improvements. The Landlord, upon request of the Tenant, and at the sole expense and liability of the Tenant, will cooperate or join with the Tenant in any application required for obtaining or continuing any such services.

5.03 Insurance. The Tenant shall maintain and keep in force insurance, naming the Landlord as an additional insured and loss payee, as applicable, in the type and for the amounts specified in Exhibit C. All policies maintained by the Tenant will be written as primary policies, not contributing with and not secondary to insurance coverage that the Landlord may carry. The Tenant shall furnish to the Landlord

certificates of insurance , the insurance policy, and endorsements and they shall state that a 30-day notice of prior cancellation or change and a ten (10) day notice of non-payment of premiums will be provided to the Landlord.

5.04 Restoration.

(a) Casualty. The Tenant shall give prompt written notice to the Landlord after the occurrence of any fire, earthquake, act of God or other casualty to or in connection with the Premises or the Improvements or any portion thereof (each a "Casualty"). Except as otherwise agreed to by the Landlord, if during the term of this Ground Lease, the Premises or the Improvements shall be damaged or destroyed by Casualty, and subject to the rights of any Permitted Leasehold Mortgagee(s), the Tenant shall repair or restore the Premises or the Improvements as nearly as possible to the condition the Premises or the Improvements were in immediately prior thereto. Alternatively, except as otherwise provided in this Section 5.04, Tenant may, at its election, remove any damaged or destroyed portion of the Improvements and replace such portion with new Improvements, provided that Tenant had obtained Landlord's and each Permitted Leasehold Mortgagee's prior approval, not to be unreasonably withheld, conditioned or delayed, for the design and construction of the same. Tenant shall commence restoration, repair, reconstruction and/or replacement of the Improvements (collectively, the "Restoration") within ninety (90) days after the occurrence of such casualty. Upon the occurrence of any such Casualty, the Tenant, promptly and with all due diligence, shall apply for and collect all applicable insurance proceeds recoverable with respect to such Casualty, which proceeds shall be immediately paid to the senior Permitted Leasehold Mortgagee (as defined in Section 7.02).

(b) All casualty insurance proceeds shall be deposited with the senior Permitted Leasehold Mortgagee, or if at that time no Permitted Leasehold Mortgage is in effect, with an insurance trustee appointed by both Landlord and Tenant, and such casualty insurance proceeds shall be disbursed to Tenant for purposes of paying the cost of the Restoration as necessary to meet the standards, quality and conditions required by the terms of this Ground Lease; provided that in the event a Permitted Leasehold Mortgage is in effect at such time, the applicable Permitted Leasehold Mortgagee shall have the right to withhold advances of casualty insurance proceeds until such time as the following conditions have timely been fulfilled in accordance with the terms of such Permitted Leasehold Mortgage: (i) no default has occurred and is continuing under the documents executed in connection with such Permitted Leasehold Mortgage; (ii) all conditions set forth in the applicable Permitted Leasehold Mortgage to the use of insurance proceeds for Restoration have been satisfied; and (iii) Tenant complies with Permitted Leasehold Mortgagee's customary conditions for disbursement (collectively, the "Disbursement Conditions"). Subject to satisfaction of the Disbursement Conditions, the proceeds shall be (i) applied solely to the payment of costs incurred by Tenant for the Restoration, including, without limitation, the cost of temporary repairs or for Site Protection Work pending the completion of the Restoration, and (ii) paid out to, or at the direction of, Tenant from time to time as the Restoration progresses. If the net insurance proceeds shall be insufficient to pay the entire cost of such Restoration, Tenant shall pay the deficiency upon demand by Landlord or any applicable Permitted Leasehold Mortgagee. Upon Landlord's receipt and approval of reasonable evidence that the Restoration has been completed and paid for in full and is subject to no construction liens, and if the Restoration shall be otherwise in compliance with the requirements of this Section 5.04, subject to the requirements of any Permitted Leasehold Mortgagee, then any balances of the insurance money then held by an insurance trustee or Permitted Leasehold Mortgagee shall be paid to Tenant to be used for eligible purposes pursuant to any applicable CN requirements; provided that Landlord's approval of any evidence of completion of the Restoration shall not be unreasonably delayed, conditioned or withheld.

## ARTICLE VI – USE OF PREMISES; COVENANTS RUNNING WITH THE LAND

6.01 Permitted Use. Tenant, its guests and invitees shall use the Premises for residential purposes as set forth in Section 2.02, as well as those uses and restrictions contained in any covenant or deed restriction applicable to the Premises (“Applicable Restriction Documents”), and any incidental activities permitted by law. The Premises shall not be used for any unlawful use. The Premises shall not be used for subletting or rentals for less than thirty (30) days.

6.02 Compliance with Laws. The Tenant shall not use or occupy, or suffer or permit any portion of the Premises to be used or occupied in violation of any Applicable Law, certificate of occupancy or other governmental requirement. The Tenant will comply with all Applicable Laws and all rules, orders, regulations and requirements of the Board of fire underwriters or insurance service office, or any other similar body, having jurisdiction over the Premises or Improvements.

### 6.03 Special Provisions Relating to Compliance with Environmental Laws.

(a) Tenant’s Environmental Covenants. Without limitation of any of the Tenant’s other covenants, agreements and obligations under this Ground Lease, the Tenant hereby specifically covenants and agrees to fulfill the responsibilities set forth below with respect to environmental matters:

(i) The Tenant shall comply with all Environmental Laws applicable to the Tenant relative to the Premises and Improvements. The Tenant shall identify, secure, and maintain all required governmental permits and licenses as may be necessary for the Premises and Improvements or otherwise required by the Tenant’s activities. The Tenant shall maintain such permits and licenses in effect and shall renew them in a timely manner, and the Tenant shall comply and cause all third parties to comply with the terms of such permits and licenses. All Hazardous Substances present, handled or generated or used by the Tenant on the Premises will be managed, transported and disposed of in a lawful manner.

(ii) The Tenant shall provide the Landlord with copies of all forms and other information concerning any releases, spills or other incidents relating to Hazardous Substances or any violations of Environmental Laws promptly upon the discovery of such releases, spills or incidents.

(b) Landlord’s Environmental Covenants. Without limitation of any of the Landlord’s other covenants, agreements and obligations under this Ground Lease, the Landlord hereby specifically covenants and agrees to provide the Tenant with copies of all forms and other information concerning any releases, spills or other incidents relating to Hazardous Substance or any violations of Environmental Laws with respect to the Premises of which the Landlord has actual knowledge.

### 6.04. Responsibility for Environmental Matters.

(a) Responsibility of Tenant. Except to the extent that an Environmental Condition (as defined below) is aggravated or exacerbated by the negligence or willful misconduct (including acts or omissions) of the Tenant, its agents or contractors, the Tenant shall not be responsible under this Ground Lease for any claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any

kind, and all costs and expenses incurred in connection therewith arising out of (i) any activity by the Landlord or its agents or contractors carried on or undertaken on or off the Premises prior to the Effective Date in connection with the handling, treatment, removal, storage, decontamination, cleanup, transport or disposal of any Hazardous Substances located or presented on or under the Premises (except to the extent of any activity carried on or undertaken by or contracted for by the Tenant or its agents); (ii) the failure of the Landlord or its agents or contractors prior to the Effective Date to comply with any Environmental Laws related to the handling, treatment, presence, removal, storage, decontamination, cleanup, transportation or disposal of Hazardous Substances into, on, or under or from the Premises whether or not such failure to comply was known or knowable, discovered or discoverable, prior to the Effective Date; or (iii) the existence of any Environmental Condition on or under the Premises prior to the Effective Date.

(b) Responsibility of Landlord. The Landlord shall not be responsible under this Ground Lease for any claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith, arising out of (i) any activity by the Tenant or its agents or contractors carried on or undertaken on or off the Premises following the Effective Date in connection with the handling, treatment, removal, storage, decontamination, cleanup, transport or disposal of any Hazardous Substances located or present on or under the Premises (except to the extent of any activity carried on or undertaken by or contracted for by the Landlord or its agents and except to the extent that any Hazardous Materials are located or present on or under the Premises prior to the Effective Date); or (ii) the failure of the Tenant or its agents or contractors following the Effective Date to comply with any Environmental Laws relating to the handling, treatment, presence, removal, storage, decontamination, cleanup, transportation or disposal of Hazardous Substances into, on, under or from the Premises whether or not such failure to comply was known or knowable, discovered or discoverable, following the Effective Date.

(c) An "Environmental Condition" shall mean the presence of Hazardous Substance (as defined below) on, in or under the Premises at concentrations requiring remediation under the environmental condition standards promulgated by any regulatory agency (including HUD).

(d) "Hazardous Substances" shall mean substances, chemicals, materials or elements that are defined as "hazardous" or "toxic" or otherwise regulated by any and all federal, state or local laws or regulations pertaining to the protection of land, water, air or the environment whether now or in the future enacted (the "Environmental Laws"). The term "Hazardous Substances" shall also include, without limitation, any substance, chemical, material or element (i) defined as a "hazardous substance" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.), as amended by the Superfund Amendment and Reauthorization Act of 1986, and as further amended from time to time and regulations promulgated thereunder; (ii) defined as a "regulated substance" within the meaning of Subtitle I of the Resource Conservation and Recovery Act (42 U.S.C. §§6991-6991 i), as amended from time to time and regulations promulgated thereunder; (iii) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act (33 U.S.C. § 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317); (iv) which is petroleum, petroleum products or derivatives or constituents thereof; (v) which is asbestos or asbestos-containing materials; (vi) the presence of which requires notification, investigation or remediation under any Environmental Laws; (vii) which is urea formaldehyde foam insulation or urea formaldehyde foam insulation-containing materials; (viii) which is lead-based paint or lead-based paint-containing materials;

(ix) which are polychlorinated biphenyls or polychlorinated biphenyl-containing materials; or (x) which is radon or radon-containing or producing materials.

#### 6.05 Restrictions Applicable to Premises and the Improvements.

(a) The provisions of this Section 6.05 are intended to create a covenant running with the land and shall be binding upon the Landlord and the Tenant and each of their respective successors and assigns and all subsequent owners of the Premises and the Improvements including, without limitation, any entity which succeeds to the Tenant's interest in the Premises and the Improvements.

(b) The Tenant, its successors and assigns shall operate and maintain the Premises and Improvements in compliance with this Ground Lease and in compliance with the Applicable Restriction Documents, so long as the Applicable Restriction Documents are in effect.

(c) The Tenant shall not execute any agreement, lease, conveyance or other instrument whereby the Premises and Improvements or any part thereof is restricted upon the basis of race, color, creed, religion, ancestry, national origin, handicap, age, sex, familial or veteran status in the sale, lease, rental, use or occupancy of the Premises and the Improvements.

(d) The Tenant shall not discriminate in the use, sale, lease or occupancy of the Premises and the Improvements against any person upon the basis of race, color, creed, religion, ancestry, national origin, handicap, age, sex, familial or veteran status.

(e) The Tenant shall comply with all state, federal and local laws, rules and regulations in effect from time to time, prohibiting discrimination or segregation by reason of race, color, creed, religion, ancestry, national origin, handicap, age, sex, sexual orientation, gender identity, familial or veteran status in the sale, lease, use or occupancy of the Premises and the Improvements.

(f) The Tenant agrees that, unless otherwise permitted by the terms of this Ground Lease, with the exception of (i) the Permitted Leasehold Mortgages, (ii) dwelling leases with eligible tenants of the Development, and (iii) normal uses associated with the operation of the Development, neither the Development nor any portion thereof shall be encumbered in any way, nor the assets of the Development pledged as collateral, without the prior written approval of the Landlord.

#### 6.06 Indemnification.

(a) Tenant Indemnity. The Tenant shall indemnify, defend, save and hold the Landlord and its officers, officials, agents, employees and contractors (collectively with the Landlord, the "Landlord Parties") harmless from and against any and all claims, actions, damages, losses, liabilities, costs and expenses (including court costs attorneys' fees and cost of claim processing, investigation and litigation) arising out of or in connection with (a) any breach or alleged breach of this Ground Lease by the Tenant, (b) any violation, or alleged violation by the Tenant or any employee or agent of the Tenant, of state, federal, or local law, rule or regulation; (c) any real or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom arising out of or related to Tenant's occupancy and/or use of the Premises and Improvements. Such indemnity shall apply to any such claim, action, damage, loss, liability, cost or expense caused in whole or in part by any act or omission (negligent or otherwise) by the Tenant, its affiliates, joint venture partners, agents or employees of any of them or anyone for whose acts they may be liable, regardless of



whether or not it is caused in part by the Landlord Parties indemnified hereunder unless it is caused by the gross negligence or willful misconduct of the Landlord Parties or a failure to act by the Landlord Parties when a duty to act is present. It is the specific intention of the parties that the Landlord Parties shall, in all instances, except for claims arising solely from the negligent or willful acts or omission of the Landlord Parties, be indemnified by the Tenant from and against any and all claims. It is agreed that the Tenant will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration for the use and occupancy of the Premises, the Tenant agrees to waive all rights of subrogation against the Landlord Parties for losses arising from the use, occupancy or condition of the Premises.

6.07 Survival. This Article VI shall survive the expiration or early termination of this Ground Lease.

## **ARTICLE VII – CONVEYANCES, ASSIGNMENTS AND TRANSFERS**

7.01 Consent Required. Except for any Permitted Leasehold Mortgage or any enforcement thereof or transfers permitted thereunder, or as expressly provided in this Ground Lease (including without limitation Sections 7.02 and 7.06 of this Ground Lease), the Tenant has no right, without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, to convey, assign or transfer any legal or beneficial interest in the Tenant's estate hereunder, including without limitation a sale, transfer, conveyance or assignment of any Controlling Interest (defined in this paragraph). No transfer, conveyance, or assignment shall be made, without the approval of the Landlord which approval shall not be unreasonably withheld, of (a) any interest of a managing member, general partner or controlling stockholder (any such interest being referred to herein as a "Controlling Interest") of the Tenant, or (b) a Controlling Interest in any entity which has a Controlling Interest in the Tenant. Tenant acknowledges and agrees that Landlord may condition its consent to any proposed conveyance, assignment or transfer of Tenant's interest in this Ground Lease on Landlord and Tenant obtaining any consent from ADOH. Nothing in this Ground Lease shall prohibit Tenant entering into dwelling leases with eligible tenants without the consent of Landlord.

7.02 Approved Loans. The Landlord hereby consents to (a) the financing of the Improvements using the loan identified in Schedule 7.02 (the "Approved Loans") and to Tenant encumbering its interest in this Ground Lease and the Premises to secure such Approved Loans, and (b) to the refinancing of any Approved Loans for a term not to exceed the remaining term of this Ground Lease at a commercially reasonable rate of interest, and if required by the Arizona Department of Housing, such terms as may be required by ADOH, and (c) after foreclosure by any Permitted Leasehold Mortgagee, to any loans made by an institutional lender or governmental authority to finance the acquisition, completion and/or restoration of the Premises, subject to any required consent from ADOH and the requirements of (b) above.

7.03 Subsequent Assignment. The Landlord's consent to one conveyance, assignment or transfer will not waive the requirement of its consent to any subsequent conveyance, assignment or transfer.

7.04 Request for Consent. If the Tenant requests the Landlord's consent to a specific conveyance, assignment or transfer, the Tenant shall provide to the Landlord (a) the name and address of the proposed person or entity; (b) a copy of all proposed conveyance, assignment or transfer instruments or other legal agreements involved in effecting the transfer; (c) satisfactory information

about the nature, business and business history of the proposed person or entity; (d) banking, financial or other credit information and references about the proposed person or entity sufficient to enable the Landlord to determine the financial responsibility and qualifications of the proposed person or entity (except in the case of a leasehold mortgage); (e) an instrument in writing satisfactory to the Landlord and in recordable form wherein the proposed transferee expressly assumes all of the obligations of the transferor; and (f) satisfactory evidence that the transferee will comply with the Applicable Restriction Documents and this Ground Lease.

7.05 Binding Effect of Assignment. Upon the granting of any consent by the Landlord and ADOH (if required) with respect to a conveyance, assignment or transfer by the Tenant, this Ground Lease shall be binding upon and inure to the benefit of the Landlord, the assignee and their respective successors and permitted assigns. If a permitted conveyance, assignment or transfer by the Tenant occurs, the Tenant shall have no liability under this Ground Lease as to acts or omissions occurring after the date of the permitted conveyance, assignment or transfer.

7.06 Permitted Leasehold Mortgages. Neither the Tenant nor any permitted successor in interest to the Premises or the Improvements or any part thereof shall, without the prior written consent of the Landlord, not to be unreasonably withheld, conditioned or delayed, engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Premises, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Premises, except for the deed(s) of trust and related liens and encumbrances securing the Approved Loans (such deed(s) of trust, together with each other deed(s) of trust hereafter approved by Landlord being the **"Permitted Leasehold Mortgages"**). With respect to the Permitted Leasehold Mortgages, the following provisions shall apply:

(a) When giving notice to the Tenant with respect to any default or Event of Default under the provisions of this Ground Lease, the Landlord will also concurrently send a copy of such notice to the holder of each Permitted Leasehold Mortgage (each such holder of a Permitted Leasehold Mortgage, and its successors and assigns in such capacity being a "Permitted Leasehold Mortgagee") at their respective address(es) set forth in Section 14.10, provided that any future Permitted Leasehold Mortgagee not identified on Schedule 7.02 attached hereto shall be required to deliver to the Landlord in writing a notice naming itself as the holder of a Permitted Leasehold Mortgage and registering the name and post office address to which all notices and other communications to it shall be addressed. The address for notice for Landlord is as set forth in Section 14.10 hereof. Each Permitted Leasehold Mortgagee may from time to time change its address for notices under this Ground Lease by written notice to Landlord given to Landlord in accordance herewith. Each notice required or permitted to be given by Landlord to a Permitted Leasehold Mortgagee shall be given by United States certified mail, addressed as required above, with postage prepaid, return receipt requested, and shall be deemed given only upon actual receipt (as evidenced by a signed return receipt).

(b) Each Permitted Leasehold Mortgagee shall have the right (but not the obligation) to cure any default by the Tenant under this Ground Lease for a period of ninety (90) days after the expiration of any cure period specified for the Tenant to cure such default, such Permitted Leasehold Mortgagee cure period to run immediately following the expiration of the relevant Tenant cure period; provided that such cure period shall be extended during any period that Permitted Leasehold Mortgagee is prevented from exercising such rights by bankruptcy or similar activities by Tenant, or otherwise delayed by an unavoidable delay of the type described in Section 14.19, and notwithstanding anything to the contrary, so long as a Permitted Leasehold Mortgagee is diligently pursuing a cure of any

default by Tenant under this Ground Lease, Landlord shall not be entitled to terminate this Ground Lease. Prior to the expiration of the cure periods set forth in this Section 7.06(b), Landlord shall have no right (and hereby waives any right that it may have, under this Ground Lease or in equity) to: (i) terminate, cancel, reject or void this Ground Lease, (ii) evict (or commence or prosecute any proceeding to evict) the Tenant, or any of Tenant's sub-subtenants, or (iii) accelerate rent, in each of the foregoing cases upon the occurrence of an Event of Default or otherwise.

(c) The Landlord agrees to accept payment or performance by any Permitted Leasehold Mortgagee as though the same had been done by the Tenant.

(d) In the case of a default by the Tenant other than in the payment of money, and provided that a Permitted Leasehold Mortgagee has commenced within the period ninety (90) days following the lapse of any Tenant cure period hereunder to cure the default and is proceeding with due diligence to cure the default, the Landlord will refrain from terminating this Ground Lease for so long as such Permitted Leasehold Mortgagee continues to proceed with reasonably due diligence to cure the default. In the event a default can only be cured by a Permitted Leasehold Mortgagee obtaining possession of the Premises and Improvements, and provided that a Permitted Leasehold Mortgagee shall have commenced foreclosure of its Permitted Leasehold Mortgage and/or pledge of management member interest in Tenant, as applicable, within 180 days following the lapse of any Tenant cure period hereunder (for purposes of such requirement the filing of a complaint to judicially foreclose or the publishing of the first required notice for foreclosure or sale by advertisement or otherwise, shall be deemed commenced), Landlord will refrain from terminating the Ground Lease for as so long as such Permitted Leasehold Mortgagee continues to proceed toward foreclosure with reasonable due diligence. The Permitted Leasehold Mortgagee shall not be required to continue such possession or continue such foreclosure proceedings if the default which was the subject of the notice shall have been cured. No holder of a Permitted Leasehold Mortgage shall be required to cure any Event of Default, which defaults shall be deemed waived following the completion of a foreclosure as contemplated hereby.

(e) A Permitted Leasehold Mortgagee, its designee, its nominee or its affiliate may become the holder of the Tenant's Leasehold Estate and succeed to the Tenant's interest in this Ground Lease without the prior approval of the Landlord by foreclosure of its Permitted Leasehold Mortgage or as a result of the assignment of this Ground Lease in lieu of foreclosure (such successor holder of the Tenant's Leasehold Estate is a "Lender's Successor Tenant"), without Landlord consent.

(f) In the event of a termination of this Ground Lease prior to the Expiration Date, because Tenant rejects it in bankruptcy or similar proceedings or for any reason other than expiration of the Term, the Landlord shall give each Permitted Leasehold Mortgagee prompt written notice of such termination and will enter into a new lease for the Premises with the senior Permitted Leasehold Mortgagee (the "Replacement Tenant") or its nominee, for the remainder of the term, effective as of the date of such termination (the "New Lease"). Such New Lease will be at the same Basic Annual Rent and subject to the priority and the same covenants and agreements, terms, provisions and limitations herein contained, provided that:

(i) The Landlord receives the Replacement Tenant's written request for such New Lease within 30 days from the date Landlord gives each Permitted Leasehold Mortgagee notice of such termination, and upon any foreclosure, deed in lieu of foreclosure or execution of a New Lease, the successor Tenant shall not be responsible or liable to cure any defaults or pay any amounts or claims

that occurred or first accrued prior to the date such new Tenant first obtained possession of the Premises; and

(ii) Upon the execution and delivery of the New Lease at the time payment is made in (i) above, and notwithstanding anything to the contrary in Section 13.03 hereof (A) all subleases which thereafter may have been assigned and transferred to the Landlord shall thereupon be assigned and transferred to the Landlord shall thereupon be assigned and transferred without recourse by the Landlord to the Replacement Tenant, as the new tenant, and (B) thereafter all rights, responsibilities and obligations of the Tenant thereunder shall be those of the Replacement Tenant.

(g) Landlord agrees that the name(s) of the leasehold mortgagee(s) may be added to the "Loss Payable Endorsement" of any and all insurance policies required to be carried by Tenant under this Ground Lease. Notwithstanding anything to the contrary contained elsewhere herein, all proceeds from any insurance policies and the proceeds arising from any condemnation shall be paid to and held by the senior Permitted Leasehold Mortgagee and applied by such Permitted Leasehold Mortgagee pursuant to the provisions of its Permitted Leasehold Mortgage (and such Permitted Leasehold Mortgagees may reserve the right to apply to their mortgage debt all, or any part, of such proceeds pursuant to the terms of its Permitted Leasehold Mortgage documents). Tenant shall give all each Permitted Leasehold Mortgagee written notice of any arbitration or condemnation proceedings, relating to the Premises, or of any pending adjustment of insurance claims, and each Permitted Leasehold Mortgagee shall have the right to intervene therein and shall be made a party to such proceedings. The parties hereto do hereby consent to such intervention. In the event that any Permitted Leasehold Mortgagee shall not elect to intervene or become a party to any such proceedings, that Permitted Leasehold Mortgagee shall nonetheless receive notice and a copy of any award or decision made in connection therewith.

(h) If any lien (other than the Permitted Leasehold Mortgages) shall at any time be filed against the Premises or any part thereof, the Tenant, within 30 days after notice of the filing thereof, shall cause such lien to be discharged of record by payment, deposit, bond, order of court of competent jurisdiction or otherwise. The Tenant shall notify the Landlord in writing of its action to either satisfy or contest the lien and, if contested, of the matter's status on a monthly basis until concluded. If the Tenant shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, the Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding. Any amount so paid by the Landlord, and the costs and expenses incurred by the Landlord in connection therewith, shall be payable by the Tenant and shall be paid by the Tenant to the Landlord on demand as Additional Rent hereunder.

7.07 Permitted Corporate or Company Transfers. Notwithstanding anything to the contrary set forth elsewhere in this Ground Lease, the Tenant may, subject to receipt of the Landlord's and each Permitted Leasehold Mortgagee's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed), assign all or part of this Ground Lease, or sublease all or a part of the Premises, to:

(a) any entity which has the power to direct the Tenant's management and operation, or any corporation whose management is controlled by the Tenant; or

(b) any entity a majority of whose voting equity is owned by the Tenant; or

(c) any entity in which or with which the Tenant, its successors or assigns is merged or consolidated, in accordance with applicable statutory provisions for merger or consolidation, so long as the liabilities of the entities participating in such merger or consolidation are assumed by the entity surviving such merger or created by such consolidation.

Notwithstanding anything to the contrary contained elsewhere herein, if any time Tenant, or any entity holding any direct or indirect interest in Tenant, is a publicly traded entity, no sale, assignment or other transfer of any ownership interest in such publicly traded entity shall require any consent of any party under, or breach any term or provision of, this Ground Lease.

#### 7.08 Transfer by the Landlord.

(a) The Landlord shall not transfer all or any portion of its interest in the Premises if the same would cause a violation of any of the Applicable Laws, this Ground Lease or any agreement or contract to which the Landlord is a party or by which the Landlord is bound. Landlord further agrees that any mortgage, deed of trust or other encumbrance subsequently placed on the fee estate in the Premises prior to the end of the term of this Ground Lease shall be junior and subordinate to this Ground Lease and any New Lease.

(b) The Landlord acknowledges and agrees that it shall not transfer the Landlord's estate during the 15-year ADOH grant compliance period without the prior consent of ADOH, which consent shall not be unreasonably withheld, conditioned or delayed; provided further that any purchaser shall purchase the Landlord's interest subject to this Ground Lease and shall be a non-profit entity. ADOH shall be permitted to cure any default by the Tenant under this Ground Lease within the same period of time specified for the Tenant to cure such default. The Landlord agrees to accept payment or performance by ADOH as though the same had been done by the Tenant. Any such transfer during such period shall also require the prior written consent of each Permitted Leasehold Mortgagee.

(c) The Landlord acknowledges and covenants that it shall not transfer or encumber (except for Permitted Encumbrances) the Premises or the Landlord's Fee Estate during the term of any Permitted Leasehold Mortgage without the prior approval of the Permitted Leasehold Mortgagees.

### **ARTICLE VIII – MAINTENANCE AND REPAIR**

8.01. Tenant's Obligations. Subject to Section 5.04 and Article XI, the Tenant will, at its sole cost and expense (but nevertheless as a portion of operating expenses), maintain the Premises and the Improvements in accordance with all applicable housing quality standards so that each is in a safe, decent and habitable condition, and make repairs, restorations and replacements to the Improvements, including without limitation the landscaping; heating, ventilating, air conditioning, mechanical, electrical, elevator, underground utilities and plumbing systems; structural roof, walls and foundations; and the fixtures and appurtenances as and when needed to preserve them in good working order and condition, and regardless of whether the repairs, restorations and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital or non-capital, or the fault or not the fault of the Tenant, its agents, employees, invitees, visitors and contractors. All such repairs, restorations and replacements will be in quality and class equal to or better than the original work or installations.

8.02. No Obligation of the Landlord. The Landlord shall not be required to perform or pay for any maintenance, or make or pay for any repairs, replacements or improvements of any kind

whatsoever to the Premises or the Improvements or any part thereof during the term of this Ground Lease, regardless of the cause necessitating any such maintenance, repairs, replacements or improvements, in recognition that this Ground Lease shall be net in all respects to the Landlord. The Tenant expressly waives the right to make repairs at the expense of the Landlord as may be provided in any statute, law or ordinance in effect as of the Effective Date.

#### **ARTICLE IX – ALTERATIONS**

9.01. Consent for Improvements. The Landlord hereby consents to the Improvements as set forth in the plans and specifications approved by the City of Flagstaff Planning and Development Division and identified in Exhibit B. The Tenant may not further alter the Premises and Improvements without Landlord's consent; provided, however, that Tenant may alter the Improvements in accordance with 2.02(e) and to perform its maintenance and repair obligations as required by this Ground Lease.

9.02. No Liens. The Tenant shall not place, or allow to be placed, any lien or encumbrance on the ground, structures or any improvements on the Premises, or any portion thereof, including any lien for work or labor done or materials furnished prior to the execution of this Ground Lease and, thereafter, no liens or encumbrances other than a Permitted Leasehold Mortgage or other financing instrument permitted by this Ground Lease shall be placed or allowed to be placed on the Premises by or on behalf of the tenant. If any mechanic's, laborer's or materialman's lien shall at any time be filed against the Premises or any part thereof, the payment of which is not assumed under the general contractor's payment and performance bond, the Tenant, within 30 days after notice of the filing thereof, shall cause such lien to be discharged of record by payment, deposit, bond, order of court of competent jurisdiction or otherwise. Any such deposit or bond placed with a Permitted Leasehold Mortgagee and satisfying the requirements of the Permitted Leasehold Mortgage shall be deemed to satisfy the requirements for discharging such lien herein contained. The Tenant shall notify the Landlord in writing of its action to either satisfy or contest the lien and, if contested, of the matter's status on a monthly basis until concluded. If the Tenant shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, the Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding. Any amount so paid by the Landlord, and the costs and expenses incurred by the Landlord in connection therewith, shall be payable by the Tenant and shall be paid by the Tenant to the Landlord on demand as Additional Rent hereunder.

9.03. Easements. Landlord will, from time to time as reasonably requested by Tenant, join in the conveyance or grant of easements reasonably necessary for the development of the Premises.

#### **ARTICLE X – SURRENDER**

10.01. Expiration of Term. At the end of this Ground Lease (whether upon the Expiration Date or sooner termination), the Tenant will surrender to the Landlord the Premises and the Improvements in the condition set forth in Section 8.01 hereof. The Tenant expressly waives any Arizona statute requiring notice to a tenant to vacate the Premises at the end of the term or at the end of any subsequent term for which this Ground Lease may be renewed and any other law now in force or hereafter adopted requiring any such notice, and the Tenant covenants and agrees to give up quiet and peaceful possession and surrender the Premises together with all the Improvements thereon and appurtenances upon the Expiration Date or earlier termination of this Ground Lease without further notice from the Landlord. The Tenant acknowledges and agrees that upon the Expiration Date or sooner termination of

this Ground Lease, but subject to the rights of any Permitted Leasehold Mortgagee with respect to a New Lease or otherwise, any and all rights and interests it may have either at law or in equity to the Premises and Improvements shall immediately cease, and title to the Improvements shall revert to and become the property of Landlord.

#### ARTICLE XI – CASUALTY; CONDEMNATION

11.01. Damage or Destruction. The Tenant shall give prompt written notice to the Landlord and to all Permitted Leasehold Mortgagees after the occurrence of any fire, earthquake, act of God or other casualty to or in connection with the Premises or the Improvements or any portion thereof (each a “Casualty”). Except as otherwise agreed to by the Landlord, but subject to the rights of Permitted Leasehold Mortgagees, if during the term of this Ground Lease, the Premises or the Improvements shall be damaged or destroyed by Casualty, the Tenant shall repair or restore the Premises or the Improvements in accordance with Section 5.04 hereof.

#### ARTICLE XII – QUIET ENJOYMENT

12.01. Quiet Enjoyment. So long as the Tenant is not in default hereunder beyond any cure period applicable thereto, the Tenant’s possession of the Premises will not be disturbed by the Landlord, its successors and assigns, or any person or entity claiming by, through or under Landlord.

12.02. Landlord’s Right of Inspection. Notwithstanding Section 12.01 above, the Landlord, in person or through its agents, upon reasonable prior notice to the Tenant, and to residents as may be required by applicable law, shall have the right to enter upon the Premises for purposes of reasonable inspections performed during reasonable business hours in order to assure compliance by the Tenant with its obligations under this Ground Lease.

#### ARTICLE XIII – DEFAULT; REMEDIES

##### 13.01. Landlord’s Right to Perform.

(a) Landlord’s Option. If the Tenant fails to pay when due amounts payable under this Ground Lease or to perform any of its other obligations under this Ground Lease within the time permitted for its performance (including any applicable grace periods), then the Landlord, after thirty (30) days’ prior written notice to the Tenant without waiving any of its rights under this Ground Lease, may (but will not be required to) pay such amount or perform such obligation.

(b) Additional Rents. In addition to the Basic Annual Rent specified in Article IV hereof, any and all payments that the Tenant is required to make hereunder to or for the benefit of Landlord including expenditures to operate, repair and maintain the Premises shall be deemed to be “**Additional Rents.**” All such Additional Rents shall be payable in accordance with the provision of the sections of this Ground Lease specifying the payment of such Additional Rents and shall be subject to the notice and cure rights provided in Section 13.02(a) hereof. The Basic Annual Rent specified in Article IV and the Additional Rents payable hereunder shall be deemed “Rents” reserved by Landlord, and any remedies now or hereafter given to Landlord under the laws of the State of Arizona for collection of the Rents shall exist in favor of Landlord, in addition to any and all other remedies specified in this Ground Lease, but subject to the other terms and conditions of this Ground Lease.

13.02. Tenant Events of Default. The occurrence of any of the following events, if not cured within the applicable cure periods described before in this Section 13.02, shall constitute an “**Event of Default**” by the Tenant:

(a) The Tenant defaults in the due and punctual payment of Basic Annual Rent and/or Additional Rents, and such default continues for 30 days after written notice from the Landlord.

(b) The Tenant vacates or abandons the Premises or any substantial part thereof for a period of more than 30 consecutive days after construction of the Improvements has begun.

(c) The Tenant fails to begin vertical construction of the Improvements within four (4) years following the execution of this Ground Lease.

(d) This Ground Lease, the Premises or the Improvements or any part thereof are taken upon execution or by other process of law directed against the Tenant, or are taken upon or subjected to any attachment by any creditor of the Tenant or claimant against the Tenant, and such attachment is not discharged by payment, deposit, bond, order of court of competent jurisdiction or otherwise within 90 days after its levy. Any such deposit or bond placed with a Permitted Leasehold Mortgagee and satisfying the requirements of the Permitted Leasehold Mortgage shall be deemed to satisfy the requirements for discharging such lien herein contained. The Tenant shall notify the Landlord in writing of its action to either satisfy or contest the levy and, if contested, of the matter’s status on a monthly basis until concluded. If the Tenant shall fail to cause such levy to be discharged within the period aforesaid, then, in addition to any other right or remedy, the Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or bonding. Any amount so paid by the Landlord, and the costs and expenses incurred by the Landlord in connection therewith, shall be payable by the Tenant and shall be paid by the Tenant to the Landlord on demand as Additional Rent hereunder.

(e) The Tenant makes any sale, conveyance, assignment or transfer in violation of this Ground Lease.

(f) The Tenant violates, breaches or fails to comply with any of the other agreements, terms, covenants, or conditions which this Ground Lease required the Tenant to perform, and such violation, breach or failure continues for a period of 90 days after notice by the Landlord to the Tenant; provided that if the nature of the breach is such that it cannot be cured by the Tenant within the period of 90 days, the Tenant shall not be deemed in default of this Ground Lease if the Tenant commences the curing of such default within such period of 90 days and prosecutes in good faith the curing of same continuously thereafter until the same is, in fact, cured, but in no event shall the cure period be extended later than 180 days after the notice from the Landlord to the Tenant unless otherwise agreed to by the parties.

(g) The Tenant shall file a voluntary petition in bankruptcy or a voluntary petition seeking reorganization or to effect a plan or an arrangement with or for the benefit of the Tenant’s creditors.

(h) The Tenant shall apply for or consent to the appointment of a receiver, trustee or conservator for any portion of the Tenant’s property or such appointment shall be made without the Tenant’s consent and shall not be removed within 90 days after written notice from Landlord.



(i) The Tenant shall fail to perform any of its material duties and obligations set forth in the Applicable Restriction Documents and such failure extends beyond all applicable notice and cure periods.

(j) The Tenant's failure to obtain and/or maintain the insurance required under this Ground Lease.

(k) The failure of the Tenant to disclose to the Landlord upon request the names of all contractors, subcontractors, persons, firms and corporations with whom the Tenant or its general contractor or any subcontractor has contracted or intends to contract for construction of the Development, and such failure continues for thirty (30) days after Landlord gives Tenant written notice of such failure.

(l) The substantial and unscheduled discontinuance of the construction of the Improvements prior to issuance of the Certificate of Occupancy for a period of thirty (30) consecutive calendar days, which discontinuance, in the good faith determination of the Landlord, does not result from the occurrence of an unavoidable event or circumstance.

(m) The Tenant's failure to cure promptly any violation of any law or regulation resulting from or related to the Development or any portion of the Development; the Tenant's failure to comply promptly with any provision of any notice of any requirement or any law or regulations having any effect on or relation to the Development issued by or filed in any department of any governmental authority having jurisdiction over the Tenant or the Development; or the Tenant's failure to furnish the Landlord, immediately and without demand, a true copy of any notice or other document received by or available to the Tenant disclosing any such requirement or violation of any such law or regulation, or otherwise bearing upon the compliance of the Development with any Applicable Law. In this regard, "promptly" means within thirty (30) days after written notice from Landlord to Tenant of such failure, the commencement of the action to cure or comply within the same thirty (30) days and the diligent prosecution of such cure to completion.

Unless a greater cure period shall be provided for in subsections (a) – (m) above, in case of a default or breach by the Tenant, the Landlord agrees that it shall give written notice of such default or breach to the Tenant and provide the Tenant no less than thirty (30) days from the date of Tenant's receipt of such notice for monetary defaults, and no less than sixty (60) days from the date of Tenant's receipt of such notice for non-monetary defaults (unless a longer period is provided above) to cure the default or breach; provided that if the nature of the default is such that it cannot reasonably be cured by Tenant within the time provided, Tenant shall not be deemed to be in default of this Ground Lease if Tenant commences the curing of such default within such time period and prosecutes in good faith the curing of same continuously thereafter (not to exceed 180 days) until the same is cured. Landlord hereby agrees that Permitted Leasehold Mortgagee shall be permitted to cure any default by the Tenant under this Ground Lease within the same period of time specific for Tenant to cure such default, such Permitted Leasehold Mortgagee cure period to run immediately following the expiration of the relevant Tenant cure period.

In the case of a default or breach by Tenant, Landlord shall transmit concurrently to the Permitted Leasehold Mortgagee a copy of any notice of default given to Tenant pursuant to this Section 13.02, and the Permitted Leasehold Mortgagee may effect a cure of any default by Tenant within the

time period set forth in the paragraph above. The Landlord agrees to accept payment or performance by the Permitted Leasehold Mortgagee as though the same had been done by the Tenant.

13.03. Landlord Remedy.

(a) If any one or more Events of Default set forth in Section 13.02 occurs, then, subject to the provisions of Section 7.06 hereof, the Landlord may terminate this Ground Lease by written notice to the Tenant of its intention to terminate this Ground Lease on the date of such notice or on any later date specified in such notice, and, on the date specified in such notice, the Tenant's right to possession of the Premises and the Improvements will cease and the estate conveyed by this Ground Lease shall revert in the Landlord; provided that such reversion of the estate and the reentry by the Landlord shall be subject to and limited by, and shall not defeat, render invalid or limit in any way the lien of, any Permitted Leasehold Mortgagee.

(b) Except as otherwise provided in this Ground Lease, this Ground Lease may not be amended, modified, changed, cancelled, waived or terminated without the prior written consent of all Permitted Leasehold Mortgagees. Landlord shall not accept a voluntary surrender of this Lease without consent by all Permitted Leasehold Mortgagees.

13.04. Landlord Events of Default. A default by the Landlord shall exist if the Landlord shall fail to perform any of its material duties and obligations set forth in this Ground Lease. The Landlord shall not be deemed in default of this Ground Lease if the Landlord commences the curing of such default within 90 days after written notice from Tenant and prosecutes in good faith the curing of same continuously thereafter until the same is, in fact, cured.

13.05. Tenant Remedy. If the Landlord shall have failed to cure the default within the applicable time period, then the Tenant shall have the right to (a) seek appropriate relief in any court having jurisdiction, including specific performance, (b) cure the default with the costs and expenses in connection therewith paid by the Landlord or (c) with the prior written consent of the Permitted Leasehold Mortgagee(s), terminate this Ground Lease.

13.06. Non-Recourse. Neither the Tenant nor any partner, nor any member, stockholder, officer or director of any partner of the Tenant shall have any personal liability for the performance of the Tenant's obligations hereunder, including any amounts payable hereunder, it being understood that the Landlord's sole recourse shall be limited to the enforcement of the obligations of the Tenant under this Ground Lease or the termination of this Ground Lease pursuant to the terms and conditions hereof.

#### **ARTICLE XIV – MISCELLANEOUS**

14.01. No Brokers. Neither the Landlord nor the Tenant has dealt with any broker or finder with regard to the Premises or this Ground Lease. Neither party will be responsible for any loss, liability and expense (including attorneys' fees and court costs) arising out of claims for fees or commissions incurred by the other party in connection with this Ground Lease.

14.02. Recordation. Upon the execution of this Ground Lease, the Landlord and the Tenant shall record a memorandum giving public notice of this Ground Lease in the form attached hereto as Exhibit D (the "**Memorandum of Ground Lease**") in the appropriate office of public record of the County of Coconino, Arizona. At the expiration or earlier termination of this Ground Lease, the Tenant shall

execute a quit claim or other document reasonably requested by the Landlord to confirm the termination of its interest in this Ground Lease. If the Tenant refuses to do so within ten (10) days after receipt of a request from the Landlord, the Landlord may unilaterally record a Notice of Termination of Ground Lease.

14.03. Time of Essence. Time is of the essence of each and every provision of this Ground Lease.

14.04. No Waiver. No waiver of any condition or agreement in this Ground Lease by either the Landlord or the Tenant will imply or constitute a further waiver by such party of the same or any other condition or agreement. No act or thing done by the Landlord or the Landlord's agents during the term of this Ground Lease will be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender will be valid unless in writing signed by the Landlord, and with the prior written consent of the holders of the Permitted Leasehold Mortgages. No payment by the Tenant, nor receipt from the Landlord, of a lesser amount than the Basic Annual Rent or other charges stipulated in this Ground Lease will be deemed to be anything other than a payment on account of the earliest stipulated Basic Annual Rent. No endorsement or statement on any check, or any letter accompanying any check or payment as Basic Annual Rent, will be deemed on accord and satisfaction. The Landlord will accept such check for payment without prejudice to the Landlord's right to recover the balance of such Basic Annual Rent or to pursue any other remedy available to the Landlord. If this Ground Lease is assigned, or if the Premises or any part of the Premises are subject or occupied by anyone other than the Tenant and tenants of residential units under leases made in the ordinary course of Tenant's business in accordance with the Applicable Restriction Documents, the Landlord may collect rent from the assignee, subtenant or occupant and apply the net amount collected to the Basic Annual Rent reserved in this Ground Lease. No such collection will be deemed a waiver of the covenant in this Ground Lease against assignment and subletting, or the acceptance of the assignee, subtenant or occupant as the Tenant, or a release of the Tenant from the complete performance by the Tenant of its covenants in this Ground Lease.

14.05. Joint and Several Liability. If the Tenant is composed of more than one signatory to this Ground Lease, each signatory will be jointly and severally liable with each other signatory for payment and performance according to this Ground Lease.

14.06. Captions, Exhibits, Gender, Etc. The captions inserted in this Ground Lease are only for convenience and reference and do not define, limit or otherwise describe the scope or intent of any provision of this Ground Lease. The Exhibits to this Ground Lease are incorporated into this Ground Lease. Unless the context clearly requires otherwise, the singular includes the plural and vice versa, and the masculine, feminine and neuter adjectives include one another.

14.07. Entire Agreement. This Ground Lease, the Addenda, the Schedules and Exhibits attached hereto contain the entire agreement between the Landlord and the Tenant with respect to its subject matter and may be amended only by subsequent written agreement between them. Except for those that are specifically set forth in this Ground Lease, the Landlord or the Tenant has made no representations, warranties or agreements to one another with respect to this Ground Lease.

14.08. Amendment. This Ground Lease can be amended only by a written document signed by the Landlord and the Tenant. No amendment shall impair the obligation of the Tenant to develop and operate the Development.

14.09. Severability. If any provision of this Ground Lease is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remainder of this Ground Lease will not be affected.

14.10. Notices. Any notice or other communication given or made pursuant to this Ground Lease shall be in writing and shall be deemed given if (i) delivered personally or by courier, (ii) sent by overnight express delivery, or (iii) mailed by registered or certified mail (return receipt requested), postage prepaid, to a party at its respective address set forth below (or at such other address as shall be specified by the party by the like notice given to the other party):

If to the Landlord:  
City of Flagstaff  
Housing Section  
211 W. Aspen Ave.  
Flagstaff, AZ 86001

If to the Tenant:  
Housing Solutions of Northern Arizona, Inc.  
PO Box 30134  
Flagstaff, AZ 86003

If to senior Permitted Leasehold Mortgagee:  
Arizona Department of Housing  
c/o Rental Development Programs  
1110 W. Washington St., Ste. 280  
Phoenix, AZ 85007

All such notices and other communications shall be deemed given on the date of personal or local courier delivery, delivery to overnight courier or express delivery service, or deposit in the United States Mail, and shall be deemed to have been received (i) in the case of personal or local courier delivery, on the date of such delivery, (ii) in the case of delivery by overnight courier or express delivery service, on the date following dispatch, and (iii) in the case of mailing, on the date specified in the return receipt therefor.

14.11. Attorneys' Fees. If either the Landlord or the Tenant litigate any provision of this Ground Lease or the subject matter of this Ground Lease, the unsuccessful litigant will pay the successful litigant all reasonable attorneys' fees and court costs incurred by it in connection with such litigation as determined or fixed by the court.

14.12. Governing Law; Binding Effect. This Ground Lease shall not be construed against the party who prepared it but shall be construed as though prepared by both parties. This Ground Lease shall be construed, interpreted and governed by the laws of the State of Arizona, and with respect to any dispute hereunder, jurisdiction and venue shall lie exclusively with the Federal and State Courts located in Coconino County, Arizona.

14.13. Effect of Exhibits, Addenda, Schedule. Each and every Exhibit, Addenda and Schedule referred to or otherwise mentioned in this Ground Lease is attached to this Ground Lease and shall be construed to be made a part of this Ground Lease by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full at length every time it is referred to and otherwise mentioned.

14.14. Cumulative Rights. Except as expressly limited by the terms of this Ground Lease, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

14.15. Relationship of Parties. The parties hereto expressly declare that, in connection with the activities and operations contemplated by this Ground Lease, they are neither partners nor joint venturers, nor does a principal-agent relationship exist between them. In addition, the parties acknowledge and agree that this Ground Lease is subject to cancellation pursuant to Arizona Revised Statutes § 38-511.

14.16. Compliance with Certain Laws. The Tenant shall comply with all federal, state and local requirements. In accordance therewith, the Tenant in performing under this contract shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, genetic information, marital status, sexual orientation, gender identity or expression or disability nor otherwise commit an unfair employment practice. The Tenant will ensure that applicants are employed and that employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, genetic information, marital status, sexual orientation, gender identity or expression or disability. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The Tenant further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform such labor or services in connection with the contract.

14.17. Counterparts. This Agreement may be executed in counterparts and all such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

14.18. Delay. In addition to specific provisions of this Ground Lease, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock outs; riots; earthquakes; acts of God; fires; casualties; acts of terrorism; acts of the public enemy; epidemics; quarantine restrictions; embargoes; lack of transportation; governmental restrictions or priority; third-party litigation; unusually severe weather; or acts of the other party. A lack of funds directly impacting the Development or inability to obtain funds shall not be included as a reason for delay. An extension of time for any such cause shall only be for the period of the delay, which period shall commence to run from the time of the commencement of the cause. If, however, notice by the party claiming such extension is sent to the other party more than 30 days after the commencement of the cause, the period shall commence to run only 30 days prior to the giving of such notice. Times of performance under this Ground Lease may also be extended in writing by the parties hereto.

14.19. Compliance with State and Local Requirements. The Tenant and any contractors or subcontractors working at the Development shall comply with all of the applicable requirements of the following, as the same may be amended from time to time:

(a) Title 34, ARS and the regulations issued thereunder, and other applicable laws relating to procurement of construction work, materials and services.

(b) Confidentiality and Data Security.

(i) Tenant shall keep confidential and secure all data, regardless of form, including originals, images and reproductions, prepared by, obtained by or transmitted to Tenant in connection with this Ground Lease or to establish Tenant's compliance with this Ground Lease, that (i) personally identifies any person by first and last name combined with private information, government issued identifiers or information or financial account information ("Confidential Personal Data"); or (ii) is restricted Landlord information, including sensitive public infrastructure and/or utility information, information that is exempted from public disclosure under state or federal public records law, customer databases, personnel information, selected procurement information, licensed proprietary or copyrighted information and security information ("Confidential Landlord Data"). Except as specifically provided in this Ground Lease, Tenant shall not disclose Confidential Personal Data or Confidential Landlord Data to any third person without the prior written consent of the City Manager or his/her designee. Notwithstanding the foregoing, Confidential Personal Data and Confidential Landlord Data may be disclosed by Tenant and its property manager, and to each of their respective employees, agents and contractors with a business related need-to-know, as well as to any governmental agency with a business or regulatory related need-to-know, including but not limited to HUD and the Arizona Department of Housing, in the ordinary course of managing the Development and to comply with the terms of any Applicable Restriction Documents.

(ii) Tenant must secure and protect all Confidential Personal Data or Confidential Landlord Data, whether in electronic format or hard copy, at all times to avoid unauthorized access. At a minimum, Tenant must encrypt and/or password-protect electronic files containing such confidential data, including data saved to laptop computers, computerized devices or removable storage devices.

(iii) When Confidential Personal Data or Confidential Landlord Data, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.

(iv) In the event that Confidential Personal Data or Confidential Landlord Data collected or obtained by Tenant in connection with this Ground Lease is believed to have been compromised, Tenant shall notify the Landlord immediately. Tenant agrees to reimburse the Landlord for any costs incurred by the Landlord to investigate potential breaches of this data and, where applicable, to cost of notifying individuals who may be impacted by the breach.

(v) Tenant agrees that the requirements of this section shall be incorporated into all subcontracts entered into by Tenant. It is further agreed that a violation of this section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this section may result in Landlord being entitled to notify Tenant that Tenant must terminate property management company ("Manager") if the violation was due to the act or failure to act by the Manager. A violation of this section may result in immediate termination of the Manager if such violation was due to the act or failure to act of the Manager.

(vi) Tenant shall indemnify, defend, save and hold harmless the Landlord and its officers, officials, agents and employees from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and cost of claims processing, investigation and litigation) for any loss caused, or alleged to be caused, in whole or in part, by Tenant's or any of its owners', officers', directors', agents' or employees' failure to comply with the requirements of this

section. This indemnity includes any claim arising out of the failure of contractor/consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

(vii) The obligations of Tenant under this section shall survive the termination of this Ground Lease.

(c) Legal Arizona Worker Requirements.

(i) The Landlord is prohibited by A.R.S. § 41-4401 from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, the Tenant agrees that:

(1) The Tenant and each contractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and its compliance with § 23-214, subsection A.

(2) A breach of a warranty under paragraph 1 shall be deemed a material breach of this Ground Lease that is subject to penalties up to and including termination of this Ground Lease, but which shall be subject to all notice and cure rights in this Ground Lease in favor of Tenant and any Permitted Leasehold Mortgagee.

(3) The Landlord retains the legal right to inspect the papers of any Tenant or contractor employee who provides services on the Premises to ensure that the Tenant or contractor is complying with the warranty under paragraph 1.

(ii) The Tenant acknowledges and shall comply with A.R.S. § 23-214.B, as applicable, which reads:

In addition to any other requirement for an employer to receive an economic development incentive from a government entity, the employer shall register with and participate in the E-Verify program. Before receiving the economic development incentive, the employer shall provide proof to the government entity that the employer is registered with and is participating in the E-Verify program. If the government entity determines that the employer is not complying with this subsection, the government entity shall notify the employer by certified mail of the government entity's determination of noncompliance and the employer's right to appeal the determination. On a final determination of noncompliance, the employer shall repay all monies received as an economic development incentive to the government entity within thirty (30) days of the final determination.

(iii) If Tenant has employees during the term of this Ground Lease, Tenant shall register with the E-Verify program and provide Landlord with its Company ID Number.

(iv) The Tenant shall not award a contract or subcontract for services on the Premises without prior demonstration that the contractor or subcontractor, if an employer, is registered in and participates in the E-Verify program. The Tenant shall include in every contract with respect to the Development: (1) a warranty and acknowledgement by the contractor similar to the warranty and

acknowledgement in subparagraph (c) above, and (2) a provision that the contractor shall include in any subcontract thereunder a similar warranty and acknowledgement by any subcontractor.

(v) The Tenant acknowledges that the Landlord retains the legal right to inspect the papers of any contractor or subcontractor employee who provides services on the Premises to ensure that the contractor or subcontractor is complying with its warranties herein. The Tenant shall include in every contract with respect to the Development a similar acknowledgement and a provision that the contractor shall include in any subcontract thereunder a similar acknowledgement by any subcontractor.

(vi) Any breach by the Tenant of any obligation referenced in this section, if not subject to a separate appeal or other adjudicatory procedures, shall be subject to notice and cure provisions as provided herein.

(d) Lawful Presence. Pursuant to A.R.S. § 1-501 and 1-502, the Landlord is prohibited from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a Landlord-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships or limited liability companies.

(e) Access. The Tenant agrees to grant a right of access to the Landlord, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, with respect to any books, documents, papers or other records related to this Ground Lease in order to make audits, examinations, excerpts and transcripts.

(f) Disclaimer of Partnership Status.

(i) The Tenant and the Landlord acknowledge that the proposed transfer to the Tenant, or to any other participating party in the Development, of Section 8 housing assistance payments for the development and operation of the Section 8 units at the Premises shall not be deemed to be an assignment of such funds. Accordingly, neither the Tenant, nor any other participating party, shall succeed to any rights or benefits of the Landlord, if any, under the City Housing Assistance Payments (HAP) Contract or the Choice Neighborhoods Implementation Grant Agreement. The Tenant further agrees to include this disclaimer in each of its agreements with any partner, participating party or other party involving the use of Section 8 housing assistance payments or CN grant funds.

(ii) Nothing contained in the Choice Neighborhoods Implementation Grant Agreement and City HAP Contract or in any agreement between the Landlord and the Tenant, nor any act of HUD or the Landlord, shall be deemed or construed to create any relationship of third-party beneficiary, principal and agent, limited or general partnership or joint venturing involving HUD.

(g) Termination of Prior Agreements. The Ground Lease supersedes Landlord's and Tenant's prior agreements regarding the leasing of the Premises, including, without limitation, that certain unrecorded Agreement for Option to Lease Real Estate dated March 28, 2022, by and between Landlord and Tenant, which the parties agree is terminated as of the Effective Date.



14.22. Limited Third Party Rights. Notwithstanding anything to the contrary set forth elsewhere in this Ground Lease, each Permitted Leasehold Mortgagee shall be deemed a third-party beneficiary of the provisions of this Lease that reference the Permitted Leasehold Mortgagee, and each Permitted Leasehold Mortgagee shall have the right to enforce such terms (as applicable).

**ARTICLE XV – INCORPORATION OF ADDENDA AND SCHEDULES**

The following Addenda and Schedules are attached hereto and by this reference incorporated herein as if herein fully set forth:

Schedule 7.02 – Approved Loans.

[SIGNATURE PAGE FOLLOWS}

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Agreement as of the date first set forth above.

ATTEST:

CITY OF FLAGSTAFF, ARIZONA, a municipal corporation

\_\_\_\_\_  
City Clerk  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Greg Clifton, City Manger

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Housing Solutions of Northern Arizona, Inc.,  
an Arizona Corporation

By: \_\_\_\_\_  
Devonna McLaughlin, CEO

Exhibit A

Legal Description of Premises



**EXHIBIT "A"**

**LEGAL DESCRIPTION:**

A parcel of land, said parcel being a part of that parcel described in Instrument No. 3098059 of the Records of Coconino County, Arizona, situated in the Southeast  $\frac{1}{4}$  of Section 11, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said parcel being more particularly described as follows:

From the South  $\frac{1}{4}$  of said Section 11, said point being a found aluminum cap 14671, thence N 00° 47' 10" W, along the North-South centerline of said Section 11, for a distance of 352.35 feet to a found aluminum cap 27253, said point being the **TRUE POINT OF BEGINNING**;

thence continue N 00° 50' 31" W, along said North-South centerline, for a distance of 307.25 feet to a set mag nail with tag 14671, said point being on the South Right-of-Way line of Colanth Avenue;

thence N 89° 40' 53" E, along South Right-of-Way line, for a distance of 96.03 feet to a found aluminum cap SHEPARD, said point being on the West subdivision line of Pineview Village, Phase One as recorded in Case 4, Map 14 of the Records of Coconino County;

thence S 00° 54' 53" E, along said West subdivision line, for a distance of 84.97 feet to a found  $\frac{1}{2}$ " rebar;

thence S 89° 52' 40" E, along said West subdivision line, for a distance of 37.91 feet to a found  $\frac{1}{2}$ " rebar;

thence S 00° 48' 29" E, along said West subdivision line, for a distance of 221.39 feet to a found aluminum cap 27253;

thence S 89° 25' 26" W for a distance of 133.91 feet to the **TRUE POINT OF BEGINNING**,

said parcel contains 37,897 square feet of land, more or less, including any easements of record over the above mentioned parcel.

NES # 17-074.



528 West Aspen Avenue / Flagstaff, Arizona 86001 / (928) 774-5058

## **Exhibit A-1**

### Permitted Title Encumbrances

Those encumbrances disclosed in the Owner's Report of Title insurance issued by Pioneer Title Agency, Inc. and dated April 25, 2024 at 7:30 a.m.

# Exhibit B

## Improvements

NO. 17-2030-00  
**LONETREE  
 COLLECTION**

1700 E. Sixth Avenue  
 Flagstaff, Arizona

**BRINSHORE  
 DEVELOPMENT**  
 1000 N. 10th St.  
 Flagstaff, AZ 86001  
 909.552.9420 P  
 909.552.9421 F



**TODD & ASSOCIATES, INC.**  
 Architecture - Planning  
 Landscape Architecture  
 401P North 44th Street  
 Flagstaff, AZ 86005  
 909.552.8280; 909.552.8995  
 WWW.TODDASOC.COM  
 Copyright 2017 Todd & Associates, Inc.

**DATE**  
 3-7-19  
 Project Manager  
 David R. W. W.

3RD SITE PLAN  
 SUBMITTAL

SITE PLAN

**A1.1**

**PROJECT DATA**  
 PROJECT NAME & ADDRESS  
 1700 E. SIXTH AVE.  
 FLAGSTAFF, AZ 86001  
 PROJECT NO.  
 17-2030-00  
 PROJECT TYPE  
 COMMERCIAL DEVELOPMENT  
 PROJECT OWNER  
 BRINSHORE DEVELOPMENT  
 PROJECT MANAGER  
 DAVID R. W. W.  
 PROJECT ARCHITECT  
 TODD & ASSOCIATES, INC.  
 PROJECT ENGINEER  
 TODD & ASSOCIATES, INC.  
 PROJECT DATE  
 3-7-19

**CLIENT**  
 NAME  
 BRINSHORE DEVELOPMENT  
 ADDRESS  
 1000 N. 10th St.  
 FLAGSTAFF, AZ 86001  
 PHONE  
 909.552.9420  
 FAX  
 909.552.9421  
 EMAIL  
 INFO@BRINSHOREDEV.COM

**SEAL**  
 NAME  
 TODD & ASSOCIATES, INC.  
 ADDRESS  
 401P NORTH 44TH STREET  
 FLAGSTAFF, AZ 86005  
 PHONE  
 909.552.8280  
 FAX  
 909.552.8995  
 EMAIL  
 WWW.TODDASOC.COM

**CONTACT**  
 NAME  
 TODD & ASSOCIATES, INC.  
 ADDRESS  
 401P NORTH 44TH STREET  
 FLAGSTAFF, AZ 86005  
 PHONE  
 909.552.8280  
 FAX  
 909.552.8995  
 EMAIL  
 WWW.TODDASOC.COM

**DATA**  
 NAME  
 TODD & ASSOCIATES, INC.  
 ADDRESS  
 401P NORTH 44TH STREET  
 FLAGSTAFF, AZ 86005  
 PHONE  
 909.552.8280  
 FAX  
 909.552.8995  
 EMAIL  
 WWW.TODDASOC.COM

**REVISIONS**  
 NO. DESCRIPTION  
 1. INITIAL CONCEPTUAL SITE PLAN  
 2. REVISED CONCEPTUAL SITE PLAN  
 3. REVISED CONCEPTUAL SITE PLAN  
 4. REVISED CONCEPTUAL SITE PLAN  
 5. REVISED CONCEPTUAL SITE PLAN  
 6. REVISED CONCEPTUAL SITE PLAN  
 7. REVISED CONCEPTUAL SITE PLAN  
 8. REVISED CONCEPTUAL SITE PLAN  
 9. REVISED CONCEPTUAL SITE PLAN  
 10. REVISED CONCEPTUAL SITE PLAN

**NOTES**  
 1. THIS PLAN IS A CONCEPTUAL SITE PLAN AND IS NOT TO BE USED FOR CONSTRUCTION.  
 2. ALL DIMENSIONS ARE IN FEET AND INCHES.  
 3. ALL DISTANCES ARE MEASURED FROM THE CENTERLINE OF THE ROAD.  
 4. ALL DISTANCES ARE MEASURED FROM THE CORNER OF THE LOT.  
 5. ALL DISTANCES ARE MEASURED FROM THE CENTERLINE OF THE ROAD.  
 6. ALL DISTANCES ARE MEASURED FROM THE CORNER OF THE LOT.  
 7. ALL DISTANCES ARE MEASURED FROM THE CENTERLINE OF THE ROAD.  
 8. ALL DISTANCES ARE MEASURED FROM THE CORNER OF THE LOT.  
 9. ALL DISTANCES ARE MEASURED FROM THE CENTERLINE OF THE ROAD.  
 10. ALL DISTANCES ARE MEASURED FROM THE CORNER OF THE LOT.

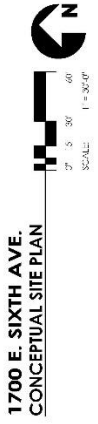
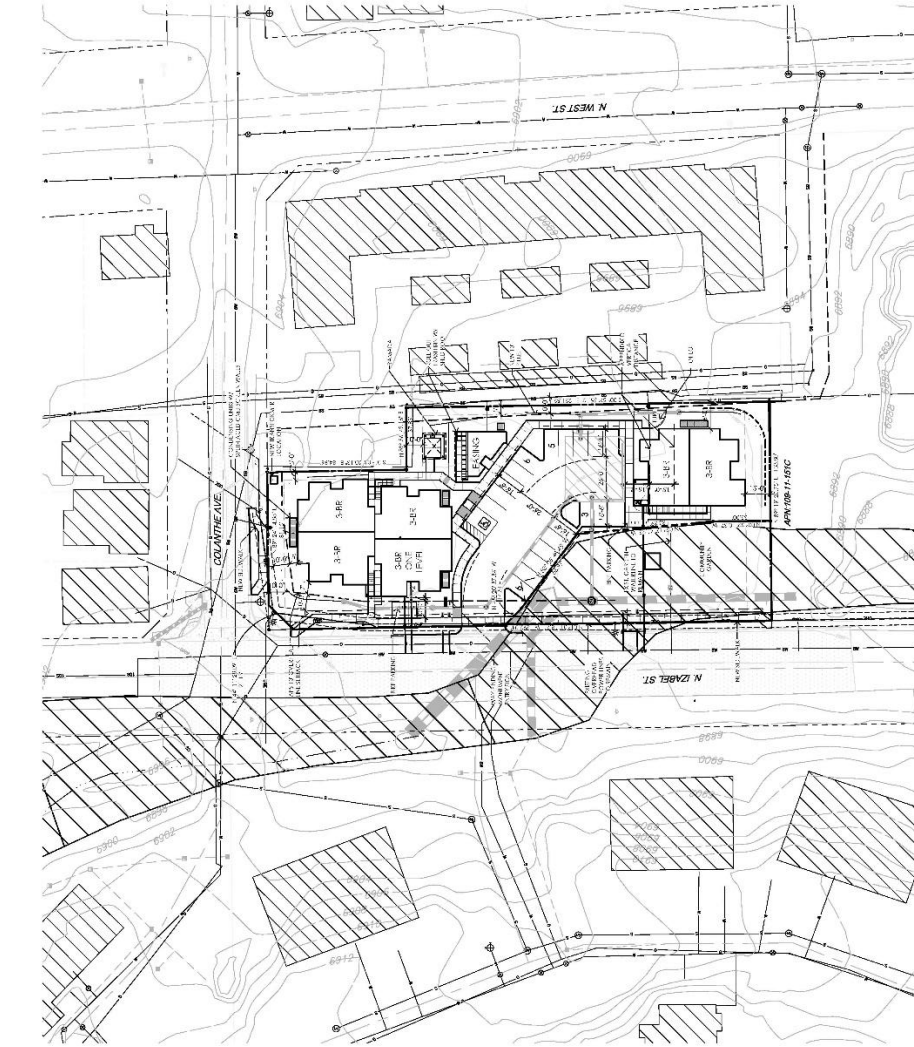
**LEGEND**  
 Hatched Area: Proposed Building Footprint  
 Dashed Line: Proposed Parking Area  
 Solid Line: Proposed Driveway  
 Dotted Line: Proposed Utility Line  
 Solid Line with Dashes: Proposed Easement  
 Solid Line with Dots: Proposed Right-of-Way

**ADDITIONAL NOTES**  
 1. THE ASSUMPTIONS MADE IN THIS PLAN ARE BASED ON THE INFORMATION PROVIDED BY THE CLIENT.  
 2. THE ASSUMPTIONS MADE IN THIS PLAN ARE BASED ON THE INFORMATION PROVIDED BY THE CLIENT.  
 3. THE ASSUMPTIONS MADE IN THIS PLAN ARE BASED ON THE INFORMATION PROVIDED BY THE CLIENT.  
 4. THE ASSUMPTIONS MADE IN THIS PLAN ARE BASED ON THE INFORMATION PROVIDED BY THE CLIENT.  
 5. THE ASSUMPTIONS MADE IN THIS PLAN ARE BASED ON THE INFORMATION PROVIDED BY THE CLIENT.  
 6. THE ASSUMPTIONS MADE IN THIS PLAN ARE BASED ON THE INFORMATION PROVIDED BY THE CLIENT.  
 7. THE ASSUMPTIONS MADE IN THIS PLAN ARE BASED ON THE INFORMATION PROVIDED BY THE CLIENT.  
 8. THE ASSUMPTIONS MADE IN THIS PLAN ARE BASED ON THE INFORMATION PROVIDED BY THE CLIENT.  
 9. THE ASSUMPTIONS MADE IN THIS PLAN ARE BASED ON THE INFORMATION PROVIDED BY THE CLIENT.  
 10. THE ASSUMPTIONS MADE IN THIS PLAN ARE BASED ON THE INFORMATION PROVIDED BY THE CLIENT.

**ADDITIONAL NOTES**  
 1. THE ASSUMPTIONS MADE IN THIS PLAN ARE BASED ON THE INFORMATION PROVIDED BY THE CLIENT.  
 2. THE ASSUMPTIONS MADE IN THIS PLAN ARE BASED ON THE INFORMATION PROVIDED BY THE CLIENT.  
 3. THE ASSUMPTIONS MADE IN THIS PLAN ARE BASED ON THE INFORMATION PROVIDED BY THE CLIENT.  
 4. THE ASSUMPTIONS MADE IN THIS PLAN ARE BASED ON THE INFORMATION PROVIDED BY THE CLIENT.  
 5. THE ASSUMPTIONS MADE IN THIS PLAN ARE BASED ON THE INFORMATION PROVIDED BY THE CLIENT.  
 6. THE ASSUMPTIONS MADE IN THIS PLAN ARE BASED ON THE INFORMATION PROVIDED BY THE CLIENT.  
 7. THE ASSUMPTIONS MADE IN THIS PLAN ARE BASED ON THE INFORMATION PROVIDED BY THE CLIENT.  
 8. THE ASSUMPTIONS MADE IN THIS PLAN ARE BASED ON THE INFORMATION PROVIDED BY THE CLIENT.  
 9. THE ASSUMPTIONS MADE IN THIS PLAN ARE BASED ON THE INFORMATION PROVIDED BY THE CLIENT.  
 10. THE ASSUMPTIONS MADE IN THIS PLAN ARE BASED ON THE INFORMATION PROVIDED BY THE CLIENT.

**VICINITY MAP**  
 A map showing the project location relative to surrounding streets and landmarks. The project is located at the intersection of 1700 E. Sixth Avenue and N. Label Street. The map shows the project site, surrounding streets, and the location of the project relative to the city center.

**SCALE**  
 1" = 30'-0"



**1700 E. SIXTH AVE.  
 CONCEPTUAL SITE PLAN**

## Exhibit C

### Tenant Insurance Requirements

The Tenant shall procure and maintain, or shall require its contractors, consultants, subcontractors and subconsultants (hereinafter referred to as "Contractors") to procure and maintain, until all of the respective obligations have been discharged, including any warranty periods, and all of Tenant's obligations under this Ground Lease are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the services on the Premises by the Tenant, its agents, representatives, employees or Contractors.

If the Tenant does not self-perform some or all of the services outlined in this Ground Lease, it is the Tenant's responsibility and obligation under this Ground Lease to obtain the required insurance verification from its Contractors. All Contractor certificates of insurance must clearly identify that the following risks are covered.

The insurance requirements herein are minimum requirements for this Ground Lease and in no way limit the indemnity covenants contained in this Ground Lease.

The Landlord in no way warrants that the minimum limits contained herein are sufficient to protect the Tenant or its Contractors from liabilities that might arise out of the performance of services on the Premises by the Tenant, its agents, representatives, employees or Contractors. The Tenant and its Contractors are free to purchase such additional insurance as may be determined necessary.

#### **I. GENERAL REQUIREMENTS APPLICABLE TO ALL COVERAGES UNLESS OTHERWISE STATED.**

A. **Minimum Scope and Limits of Insurance:** The Tenant and Contractors shall 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.

B. **Additional Insurance Requirements:** Required insurance policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the Landlord is named as an additional insured, the Landlord shall be an additional insured to the full limits of liability purchased by the Tenant and Contractors even if those limits of liability are in excess of those required by this Ground Lease.
2. The Tenant's and Contractors' insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. In the event that any professional liability insurance required by this Ground Lease is written on a claims-made basis, any retroactive date under the policy shall precede the effective date of this Ground Lease; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time services on the Premises are completed.

C. **Notice of Cancellation:** For each insurance policy required by the insurance provisions of this Ground Lease, the Tenant must provide to the Landlord within five (5) business days of receipt, a notice if a policy is suspended, voided or canceled for any reason. Such notice shall be mailed, e-mailed, hand delivered or sent via facsimile transmission directly to the **City of Flagstaff, Housing Section, Attn: Assistant Housing Director, 2323 E. Walgreens Blvd., Flagstaff, AZ 86004 with a copy to City of Flagstaff, Purchasing Section, Attn: Purchasing Director, 211 W. Aspen Ave., Flagstaff, AZ 86001.**

D. **Acceptability of Insurers:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of no less than B+ VI. The Landlord in no way warrants that the above-required minimum insurer rating is sufficient to protect the Tenant and Contractors from potential insurer insolvency.

E. **Verification of Coverage:** Tenant and Contractors must furnish the Landlord with certificates of insurance (ACORD form or equivalent approved by the Landlord) as required by this Ground Lease. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates and endorsements required by this Ground Lease shall be sent directly to **City Flagstaff, Housing Section, Attn: Assistant Housing Director, 2323 E. Walgreens Blvd., Flagstaff, AZ 86004 with a copy to City of Flagstaff, Purchasing Section, Attn: Purchasing Director, 211 W. Aspen Ave., Flagstaff, AZ 86001.** The Landlord's project/contract number and project description shall be noted on the certificate of insurance. The Landlord reserves the right to require complete, certified copies of all insurance policies required by this Ground Lease at any time.

F. **Contractors:** The Tenant's certificate(s) shall include all Contractors as additional insured under its policies or Contractors shall maintain separate insurance as determined by the Tenant; however, Contractor's limits of liability shall not be less than \$1,000,000 per occurrence/\$2,000,000 aggregate.

G. **Approval:** Any modification or variation from the insurance requirements in this Ground Lease must have prior approval from the City of Flagstaff, whose decision shall be final. Such action will not require a formal amendment, but may be made by administrative action.

H. **Deductibles:** The Tenant is responsible for the payment of all policy deductibles.

## II. TYPES OF COVERAGES REQUIRED FOR SPECIFIC ACTIVITIES, CONTRACTS AND SUBCONTRACTS.

A. **Design, Site Preparation and Construction Phase:** During the design, site preparation and construction phase of the Project, Tenant shall maintain and shall cause any of its Contractors providing services during this phase to maintain insurance coverages and limits as described below.





The Tenant shall carry or cause its Contractors to maintain professional liability insurance at the limits specified below if they are providing professional services during the design, site preparation and construction phase of the Development. All professional services providers shall carry professional liability insurance with limits of at least \$1,000,000 per claim and \$1,000,000 aggregate.

<b>Type of Service</b>	<b>Required Limits</b>
Architectural/Engineering/Design	\$2,000,000 per claim / \$2,000,000 aggregate
Geotechnical Assessment/Consulting	\$2,000,000 per claim / \$2,000,000 aggregate
Consulting Services	\$1,000,000 per claim / \$1,000,000 aggregate

a. In the event that any professional liability insurance required by this Ground Lease is written on a claims-made basis, any retroactive date under the policy shall precede the Effective Date of this Ground Lease; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time services on the Premises are completed.

**5. Builders’ Risk Insurance**

The Tenant shall provide, or cause its Contractor to provide, Builders Risk insurance for the construction of the Development in an amount equal to the full Development construction cost. The Tenant may require its General Contractor or Construction Manager at Risk to procure the Builders Risk insurance on the entire Development.

a. Coverage shall be written on a special causes of loss (all risks) form, replacement cost value basis, and shall include coverage for soft costs, flood and earth movement unless otherwise waived by the Landlord.

b. If the policy is purchased by the General Contractor or Construction Manager at Risk, the Tenant must also be a named insured under the policy.

c. A standard Lender’s Loss Payment Endorsement naming the City of Flagstaff shall be endorsed onto the policy.

d. A Permit to Occupy Endorsement shall be included if tenants can move in before construction is completed.

e. The policy must provide coverage from the time any covered property becomes the responsibility of the Tenant, and continue without interruption during construction, renovation or installation, including any time during which the covered property is being transported to the construction/installation site, or awaiting installation whether on or off site.

f. Policy shall contain a waiver of subrogation in favor of the Landlord.

**6. Contractor’s Pollution Liability (Including Errors and Omissions)**

The following insurance requirements are applicable to the Tenant and all Contractors performing environmental services under this Ground Lease for losses caused by pollution conditions that arise from the operations performed by or on behalf of the Tenant. Types of services that require this coverage include, but are not limited to, the following:

- Environmental Assessments or Consulting Services
- Environmental Testing Services
- Environmental Remediation/Abatement Services
- Environmental Engineering Services

Per Occurrence	\$5,000,000
General Aggregate	\$10,000,000

- a. The policy shall provide for complete professional service coverage, including coverage for pollution liability that is the result of a breach of professional duties.
- b. The policy shall provide for protection against claims for third-party bodily injury, property damage, natural resources damage or environmental damage caused by pollution conditions resulting from general contracting activities for which the Tenant and Contractor is legally liable.
- c. The policy shall provide for cleanup costs when mandated by governmental entities, when required by law, or as a result of third-party claims.
- d. The policy shall not contain an insured vs. insured exclusion with respect to the Landlord as an insured.
- e. The policy shall provide a waiver of subrogation in favor of the Landlord, and shall provide coverage for vicarious liability of all Contractors of the Tenant.
- f. The policy shall be endorsed to include the following additional insured language: “The City of Flagstaff shall be named as an additional insured with respect to liability arising out of the activities performed by or on behalf of the Tenant and/or Contractor.”
- g. This Ground Lease shall be an endorsed contract onto the policy.
- h. In the event that any professional liability insurance required by this Ground Lease is written on a claims-made basis, any retroactive date under the policy shall precede the Effective Date of this Ground Lease; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time services on the Premises are completed.

**7. Pollution Legal Liability (only if work involves the transportation of hazardous materials or regulated substances). (This coverage should be reviewed if/when presence of hazardous materials or regulated substances is identified.)**

If the Tenant requires the transportation of any hazardous material or regulated substances, the Tenant shall provide coverage or cause its Contractors to provide coverage with limits of at least:

Per Occurrence	\$5,000,000
General Aggregate	\$10,000,000

- a. The policy shall be endorsed to include the following additional insured language: “The City of Flagstaff, its employees, agents, elected officials and volunteers are named as an additional

insured with respect to liability arising out of the activities performed by or on behalf of the Tenant and/or Contractor.”

b. If the Tenant requires the transportation of any hazardous materials or regulated substances, then the policy shall provide coverage for claims resulting in bodily injury, property damage, natural resources damage, environmental damage or cleanup costs associated with a pollution condition from transported cargo.

**8. Pollution Legal Liability for Disposal Site Operator**

If the Tenant requires the disposal of any hazardous materials from the Development site, the Tenant shall obtain a certificate of insurance for Pollution Legal Liability from the disposal site operator.

- Facilities that store hazardous materials or regulated substances
- Facilities that accept, treat, store and dispose of hazardous waste
- Disposal site/solid waste landfill operators
- Incinerators
- Water and wastewater treatment facilities/operations
- Certain types of recycling facilities that recycle metals, lead-acid batteries, used oil, etc.

Per Occurrence	\$1,000,000
General Aggregate	\$2,000,000

**III. OPERATIONAL PHASE (AFTER CONSTRUCTION IS COMPLETED)**

After construction is completed, the Tenant shall maintain or cause any of its Contractors performing services on the Premises to maintain for the duration of the Ground Lease, or until the Tenant has no further interest in the Development, insurance coverages and limits as described below.

**1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage for the ownership, operation and management of the completed Development and include coverage for premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. Policy shall include coverage for management operations on and off-site of the Development.

General Aggregate	\$5,000,000
Products – Completed Operations Aggregate	\$5,000,000
Personal and Advertising Injury	\$5,000,000
Each Occurrence	\$5,000,000
Fire Damage (damage to rented premises)	\$1,000,000

a. The policy shall include the Landlord as an additional insured with respect to liability arising out of ownership, operations, management or occupancy of the property subject to this Ground Lease.

**2. Automobile Liability**

Bodily Injury and Property Damage for any owned, hired and non-owned vehicles used in the performance of operational services under this Ground Lease.

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

**3. Professional Liability (Errors and Omissions Liability)**

The Tenant shall carry or cause its Contractors to maintain professional liability insurance at the limits specified below if they are providing the following professional services during the operational phase of the Development.

- Property Management Services
- Realtor Services
- Consulting Services
- Financing Services

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

a. In the event that any professional liability insurance required by this Ground Lease is written on a claims-made basis, any retroactive date under the policy shall precede the effective date of this Ground Lease; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time services on the Premises are completed.

**4. Worker’s Compensation and Employers’ Liability**

If the Tenant has employees, evidence of Worker's Compensation insurance as described shall be provided. All Contractors providing services during the Operational Phase must also provide Worker's Compensation insurance.

Worker’s Compensation	Statutory
Employers’ Liability	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$100,000

- a. Policy shall contain a waiver of subrogation in favor the Landlord.
- b. This requirement shall not apply when a Contractor is exempt under A.R.S. 23-901 AND when such Contractor executes the appropriate sole proprietor waiver form.

**5. All Risk Property Insurance**

The Tenant shall maintain or cause the Property Manager to maintain in effect property insurance for all improvements, sufficient to satisfy the requirements of all lenders including the Landlord, and including buildings, unattached structures, fencing, swimming pools and playground equipment. Policy shall include:

- a. Special form all risk insurance including the perils of flood and earthquake, unless otherwise waived by the Landlord, which waiver shall not be unreasonably withheld.
- b. 100% replacement cost coverage.
- c. Mechanical breakdown/boiler and machinery.
- d. Business interruption/loss of rents coverage.

- e. Lender's Loss Payable Endorsement naming the City of Flagstaff.
- f. The Tenant is responsible for any policy deductibles.
- g. Policy shall contain a waiver of subrogation in favor of the Landlord.

#### **6. Fidelity Bond or Crime Insurance**

The Tenant shall require its Property Manager to procure and maintain a fidelity bond or crime insurance policy, as follows:

- a. The bond or policy shall be issued with limits equal to four (4) months maximum gross receipts.
- b. The bond or policy shall include coverage for all directors, officers, agents and employees of the Tenant and Property Manager.
- c. The bond or policy shall include coverage for third-party fidelity protecting funds and property of the Tenant and the Landlord.
- d. The bond or policy shall include coverage for extended theft and mysterious disappearance.
- e. The bond or policy shall not contain a condition requiring an arrest and conviction.

**Exhibit D**

Form of Memorandum of Ground Lease

Prepared by and after recording,  
please mail to:

Housing Solutions of Northern Arizona, Inc.  
PO Box 30134  
Flagstaff, AZ 86003

Exempt from affidavit of value and transfer fee requirements, pursuant to A.R.S. § 11-1134(A)(2)

**MEMORANDUM OF GROUND LEASE**

**City Contract No. \_\_\_\_\_**

This Memorandum of Ground Lease (this "Memorandum") is made as of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between Housing Solutions of Northern Arizona, Inc., an Arizona Corporation located at 2304 N. 3<sup>rd</sup> St., Flagstaff, AZ 86004 (hereinafter "Tenant"), and City of Flagstaff, Arizona, a municipal corporation, located at 211 W. Aspen Ave., Flagstaff, AZ 86001 (hereinafter "Landlord").

WHEREAS, Landlord and Tenant have executed that certain Ground Lease dated as of the Effective Date (the "Ground Lease") for the property more specifically described on Exhibit A attached hereto (the "Premises").

WHEREAS, the Landlord and Tenant wish to record this Memorandum in order to give constructive notice of the Ground Lease and of Landlord's and Tenant's interests and rights under the Ground Lease.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. All capitalized terms used in this Memorandum but not otherwise defined have the meaning given to them in the Ground Lease.

2. The term of the Ground Lease commenced on the Effective Date and shall expire the day preceding the date which is ninety-nine (99) years from the Effective Date, unless sooner terminated in accordance with its terms.

3. The lease of the Premises by Landlord to Tenant shall be subject to all of the terms, covenants and conditions set forth in the Ground Lease, all of which are incorporated by reference in this Memorandum as though fully set forth herein. In the event of any conflict between the terms, covenants and conditions of this Memorandum and the terms, covenants and conditions of the Ground Lease, the terms, covenants and conditions of the Ground Lease shall control.

4. The Ground Lease supersedes Landlord's and Tenant's prior agreements regarding the leasing of the Premises, including without limitation that certain unrecorded Agreement for Option to Lease Real Estate dated March 28, 2022, by and between Landlord and Tenant, which the parties agree is terminated by the Ground Lease as of the Effective Date.

[SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE 1 OF 2 TO MEMORANDUM OF GROUND LEASE]

ATTEST:

CITY OF FLAGSTAFF, a municipal corporation

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
GREG CLIFTON, CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

STATE OF ARIZONA                    )  
  ) ss  
County of Coconino                 )

On this the \_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public, personally appeared \_\_\_\_\_, \_\_\_\_\_, City of Flagstaff, known to me or satisfactorily proven to be the person whose name is subscribed to this Memorandum of Lease and acknowledged that he/she executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

\_\_\_\_\_  
Notary Expiration Date

\_\_\_\_\_  
Signature of the Notary Public

[STAMP/SEAL]



[SIGNATURE PAGE 2 OF 2 TO MEMORANDUM OF GROUND LEASE]

Housing Solutions of Northern Arizona, Inc., an Arizona corporation

By: \_\_\_\_\_  
Devonna McLaughlin, Chief Executive Officer

STATE OF ARIZONA            )  
  ) ss  
County of Coconino         )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by  
Devonna McLaughlin as CEO of Housing Solutions of Northern Arizona, Inc.

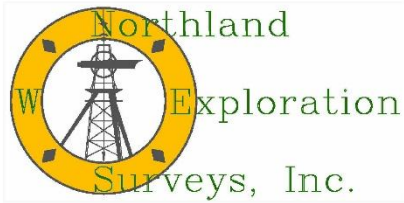
\_\_\_\_\_  
Notary Expiration Date

\_\_\_\_\_  
Signature of the Notary Public

[STAMP/SEAL]

**EXHIBIT A to Memorandum of Ground Lease**

Legal Description of the Premises



**EXHIBIT "A"**

**LEGAL DESCRIPTION:**

A parcel of land, said parcel being a part of that parcel described in Instrument No. 3098059 of the Records of Coconino County, Arizona, situated in the Southeast  $\frac{1}{4}$  of Section 11, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said parcel being more particularly described as follows:

**From** the South  $\frac{1}{4}$  of said Section 11, said point being a found aluminum cap 14671, thence N 00° 47' 10" W, along the North-South centerline of said Section 11, for a distance of 352.35 feet to a found aluminum cap 27253, said point being the **TRUE POINT OF BEGINNING**;

thence continue N 00° 50' 31" W, along said North-South centerline, for a distance of 307.25 feet to a set mag nail with tag 14671, said point being on the South Right-of-Way line of Colanth Avenue;

thence N 89° 40' 53" E, along South Right-of-Way line, for a distance of 96.03 feet to a found aluminum cap SHEPARD, said point being on the West subdivision line of Pineview Village, Phase One as recorded in Case 4, Map 14 of the Records of Coconino County;

thence S 00° 54' 53" E, along said West subdivision line, for a distance of 84.97 feet to a found  $\frac{1}{2}$ " rebar;

thence S 89° 52' 40" E, along said West subdivision line, for a distance of 37.91 feet to a found  $\frac{1}{2}$ " rebar;

thence S 00° 48' 29" E, along said West subdivision line, for a distance of 221.39 feet to a found aluminum cap 27253;

thence S 89° 25' 26" W for a distance of 133.91 feet to the **TRUE POINT OF BEGINNING**,

said parcel contains 37,897 square feet of land, more or less, including any easements of record over the above mentioned parcel.

NES # 17-074.



528 West Aspen Avenue / Flagstaff, Arizona 86001 / (928) 774-5058

**Schedule 7.02**

Approved Loans

[To be updated with final Approved Loan details]

<b>Approved Loans</b>	<b>Approved Loan Amount</b>
HOME-ARP Loan through the Arizona Department of Housing	\$7,078,414

# Izabel Street Ground Lease

Justyna Costa, Assistant Housing Director

June 18, 2024





# Council Action Requested



**Consideration and approval of a ground lease between the City of Flagstaff and Housing Solutions of Northern Arizona, Inc. for the development of affordable rental housing.**

## 2240 N. Izabel Street



- Original site = .87 acre
- Buildable area = 29,583 sq ft (109-11-151D)
- Community garden area = 8,200 sq ft (109-11-151E)



# Recent Parcel History

## 2018

- Procurement process for affordable housing on City property
- Purchase and Sale Agreement with Brinshore

## 2019

- Brinshore withdrew due to insufficient funding

## 2021

- Brinshore donated plans to Housing Solutions

## 2022

- Council approved Lease Option with Housing Solutions
- Housing Solutions applied to AZ Dept of Housing (ADOH) for funding

## 2023

- Housing Solutions awarded conditional funding from ADOH



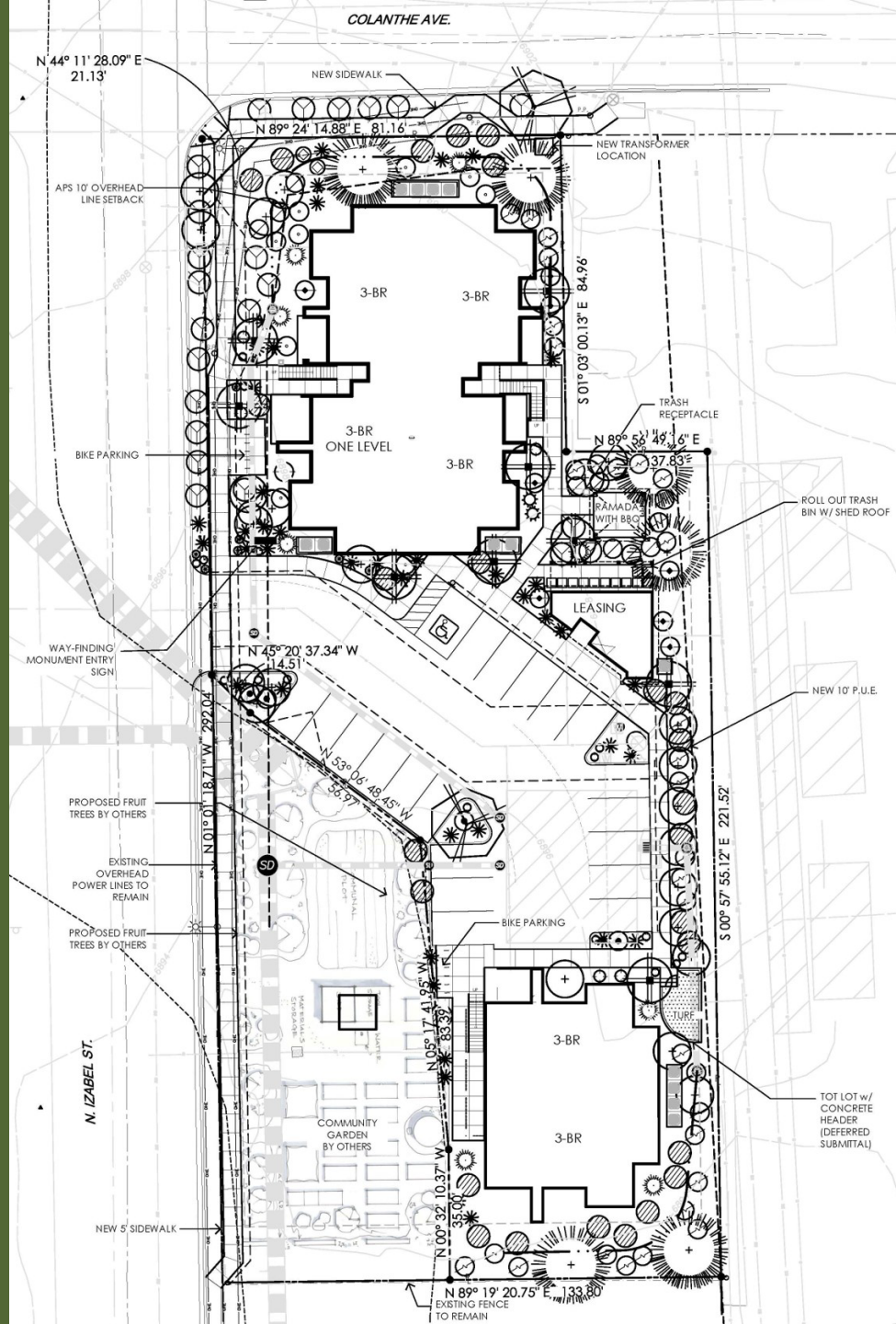
# Izabel Street Apartments

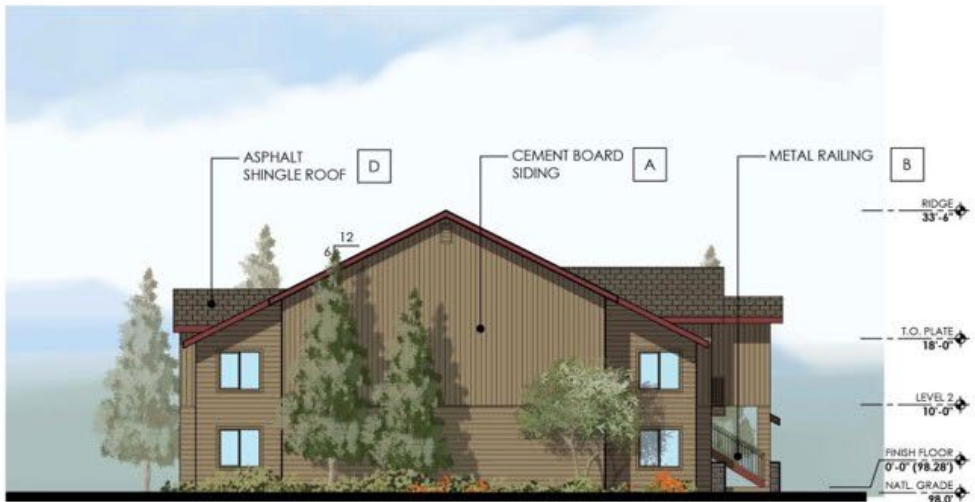
## Project Details

- 11 units, all 3-bedrooms
- 2-story buildings plus leasing office
- 15-year compliance period (per ADOH funding requirements)
- Units will serve households up to 30% AMI
  - Domestic violence victims
  - Households experiencing homelessness



Original site plan  
approved March 2019





**BUILDING TYPE 1  
NORTH ELEVATION - COLANTHE AVENUE**

3/32" = 1'-0"



**BUILDING TYPE 1  
WEST ELEVATION - ISABEL STREET**

3/32" = 1'-0"

# North Building



**BUILDING TYPE 1  
EAST ELEVATION**

3/32" = 1'-0"



**BUILDING TYPE 1  
EAST ELEVATION**

3/32" = 1'-0"



**BUILDING TYPE 2  
SOUTH ELEVATION**

3/32" = 1'-0"



**BUILDING TYPE 2  
WEST ELEVATION - IZABEL STREET**

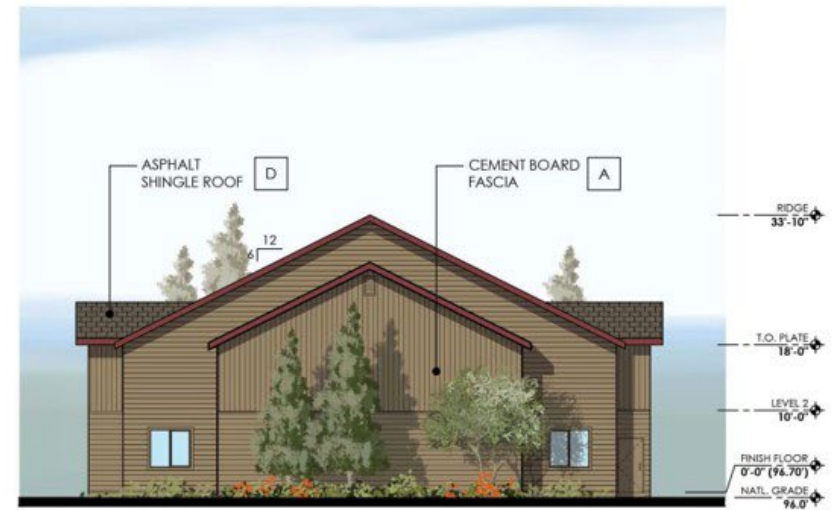
3/32" = 1'-0"

# South Building



**BUILDING TYPE 2  
NORTH ELEVATION**

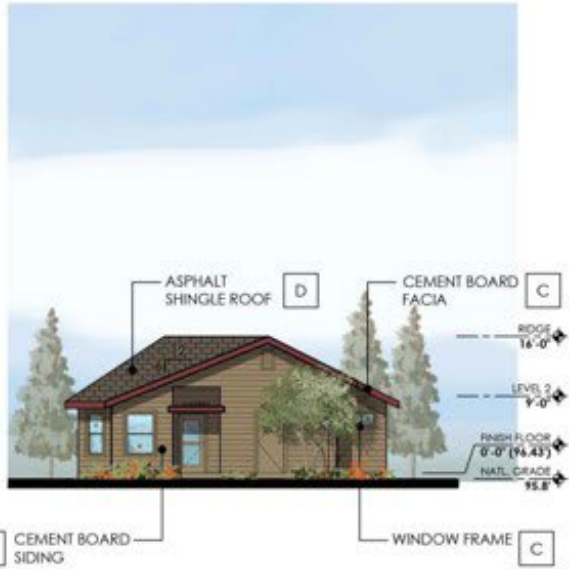
3/32" = 1'-0"



**BUILDING TYPE 2  
EAST ELEVATION**

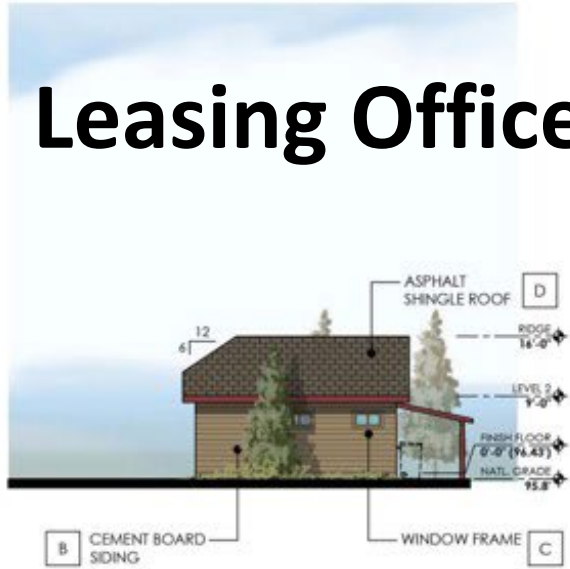
3/32" = 1'-0"

# Leasing Office



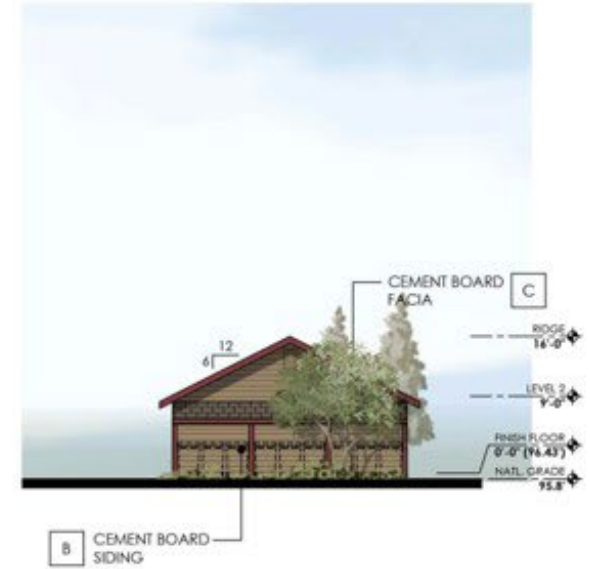
**BUILDING TYPE 3  
SOUTH ELEVATION**

3/32" = 1'-0"



**BUILDING TYPE 3  
EAST ELEVATION**

3/32" = 1'-0"



**BUILDING TYPE 3  
NORTH ELEVATION**

3/32" = 1'-0"



# Izabel Street Apartments

## Ground Lease Terms

- 99-year term
- \$100 annual lease fee
- Improvements to be built, owned, and operated by Housing Solutions
- After 15-year compliance period, units average 80% AMI
- Preserve community garden

# Izabel Street Community Garden

## Lease requires:

- Fencing off preserved garden area
- Topsoil preservation
- Replacement of any lost fruit trees



# Thank You

**Justyna Costa**

**Assistant Housing Director**



**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Carmen Pryer, Real Estate Specialist  
**Co-Submitter:** Bryce Doty  
**Date:** 06/12/2024  
**Meeting Date:** 06/18/2024



**TITLE:**

**Consideration and Adoption of Ordinance No. 2024-18:** An ordinance of the City Council of the City of Flagstaff, authorizing the exchange of real property of substantially equal value with property owners, Gary G. and Mary Eileen Hundelt; providing for severability, authority for clerical corrections, and establishing an effective date; and

**Consideration and Approval of Purchase Agreement** with Gary G. and Mary Eileen Hundelt.

**STAFF RECOMMENDED ACTION:**

**At the June 18, 2024 Council Meeting:**

- 1) Read Ordinance No. 2024-18 by title only for the first time
- 2) City Clerk reads Ordinance No.2024-18 by title only (if approved above)

**At the July 2, 2024 Council Meeting:**

- 3) Read Ordinance No. 2024-18 by title only for the final time
- 4) City Clerk reads Ordinance No.2024-18 by title only (if approved above)
- 5) Adopt Ordinance No. 2024-18
- 6) Approve the Purchase Agreement and authorize the City Manager to execute the necessary documents.

**Executive Summary:**

This ordinance authorizes the exchange of real property of Substantially equal value: City remnant parcels originally acquired for the Lone Tree Overpass Project will be exchanged for real property interest needed for the same Project from Gary G., and Mary Eileen Hundelt. The exchange provides the following benefits to the City:

1. Disposes of remnant land no longer needed by City
2. Offsets the cost to acquire real property interests from Gary G., and Mary Eileen Hundelt
3. Returns remnant land back to tax base

The remnant properties were evaluated by the Housing Section as per Resolution 2022-52, and it was determined that the remnants are too small to be utilized as stand alone parcels for affordable housing. Additionally, City staff attending and internal property and development team meeting, representing multiple City divisions, did not identify any opposition to the exchange.

City Council is also being asked to consider approval of a Purchase Agreement, which includes terms and conditions of the exchange. The Purchase Agreement is attached to this staff report. The City will be paid \$409.00. The City will pay escrow fees and expenses. City also commits to ensuring continued property access as part of the Lone Tree Overpass Project.

**Financial Impact:**

The Lone Tree Overpass Project (north of Butler Avenue) is currently budgeted in FY2021-2022 in the



amount of \$8,686,681 in the Transportation Fund, Account Number 047-05-112-3054-6. The Lone Tree Corridor Project (south of Butler Avenue) is currently budgeted in FY2021-2022 in the amount of \$250,000 in the Transportation Fund, Account Number 048-05-118-3495-6. Both funds will be utilized to complete the attached Project scope from Route 66 to Sawmill Road.

The areas to be exchanged have been valued at substantially equal value.

Gary G. Hundelt and Mary Eileen Hundelt agree to sell to the City of Flagstaff 282 square feet of fee in the amount of \$11,421.00. (as shown on exhibit A)

2. As part of this Agreement the City of Flagstaff agrees to exchange to Gary G. Hundelt and Mary Eileen Hundelt 1,183 square feet of fee in the amount of \$11,830.00. (as shown on exhibit B)

Fee 104-01-024 Exhibit A 282 sq/ft @ 40.50 sq/ft \$11,421.00

Fee 104-01-023 Exhibit B 1,183 sq/ft @ \$10.00 sq/ft - \$ 11,830.00

Total to be paid to the City of Flagstaff \$ 409.00

**Policy Impact:**

None

**Previous Council Decision or Community Discussion:**

On May 16, 2023 Council approved Ordinance 2023-13 authorizing acquisition of this property, including others for the Lone Tree Overpass Project.

**Options and Alternatives to Recommended Action:**

1. Retain City remnant parcels, and pay full appraised value for real property interests needed from Gary G. and Mary Eileen Hundelt.
2. Dispose or use City remnant parcels at a later date.

**Background and History:**

The Lone Tree Overpass has been a planned project for over a decade in the Flagstaff community. The Lone Tree Overpass Study, which evaluated conceptual design options for the bridge was completed in 2010. The goal of the project is to provide better connectivity for our transportation network and provide a grade-separated crossing which increases safety and convenience for commuters.

The Overpass 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 a option that reduces congestion on other roadway corridors.

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 Flagstaff voters approved a ballot measure to fund the Overpass (Proposition 420) and a separate ballot measure to fund the Corridor Improvements (Proposition 419). Both propositions passed.

On August 21, 2020, the City issued a Request for Statements of Qualifications (RSOQ) from Arizona Registered Contractors for a Design-BUILDER to provide design and construction services for the Overpass.

On September 24, 2020, the City received four responses to the Request for Statements of Qualifications (RSOQ). Upon the completion of the evaluation process, Ames was determined to be the most qualified Design-BUILDER to perform the work.

On February 2, 2021, City Council awarded the Design-Build Services Agreement for Phase I of the project development to Ames Construction.

On July 6, 2021, Council passed Ordinance 2021-15, authorizing acquisition of real property for the Project.

**Connection to PBB Priorities and Objectives:**

**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.

**Connection to Regional Plan:**

- Improve transportation safety and efficiency for all modes.

**Connection to Carbon Neutrality Plan:**

None

**Connection to 10-Year Housing Plan:**

None

---

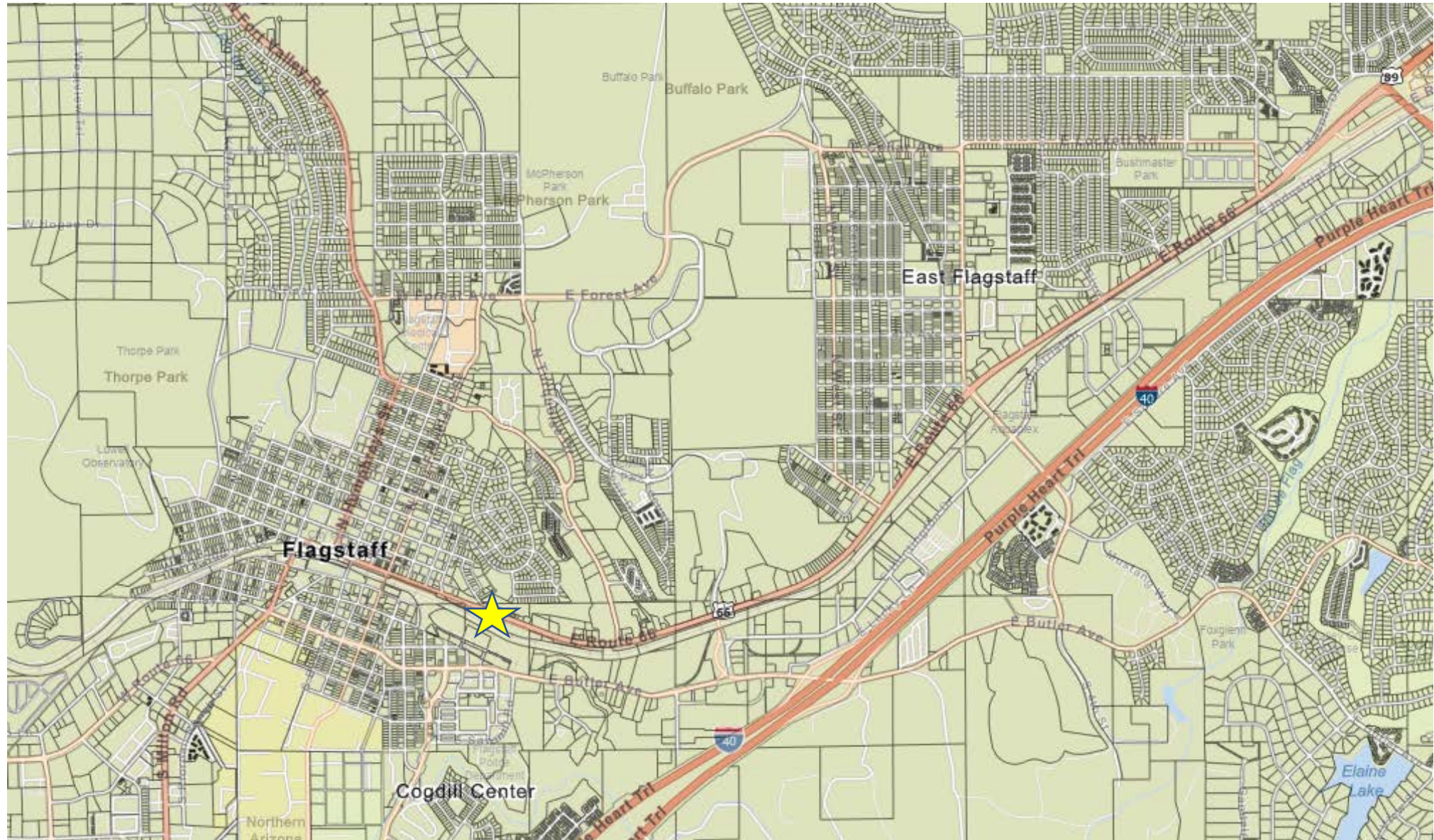
**Attachments:**    Presentation  
                          Ord. 2024-18  
                          Exhibit A & A1 - Legal Description 1,183 sf.  
                          Exhibit B - Legal Description 282sf.  
                          Exhibit C - Map  
                          Purchase Agreement

# LTO Hundelt Exchange



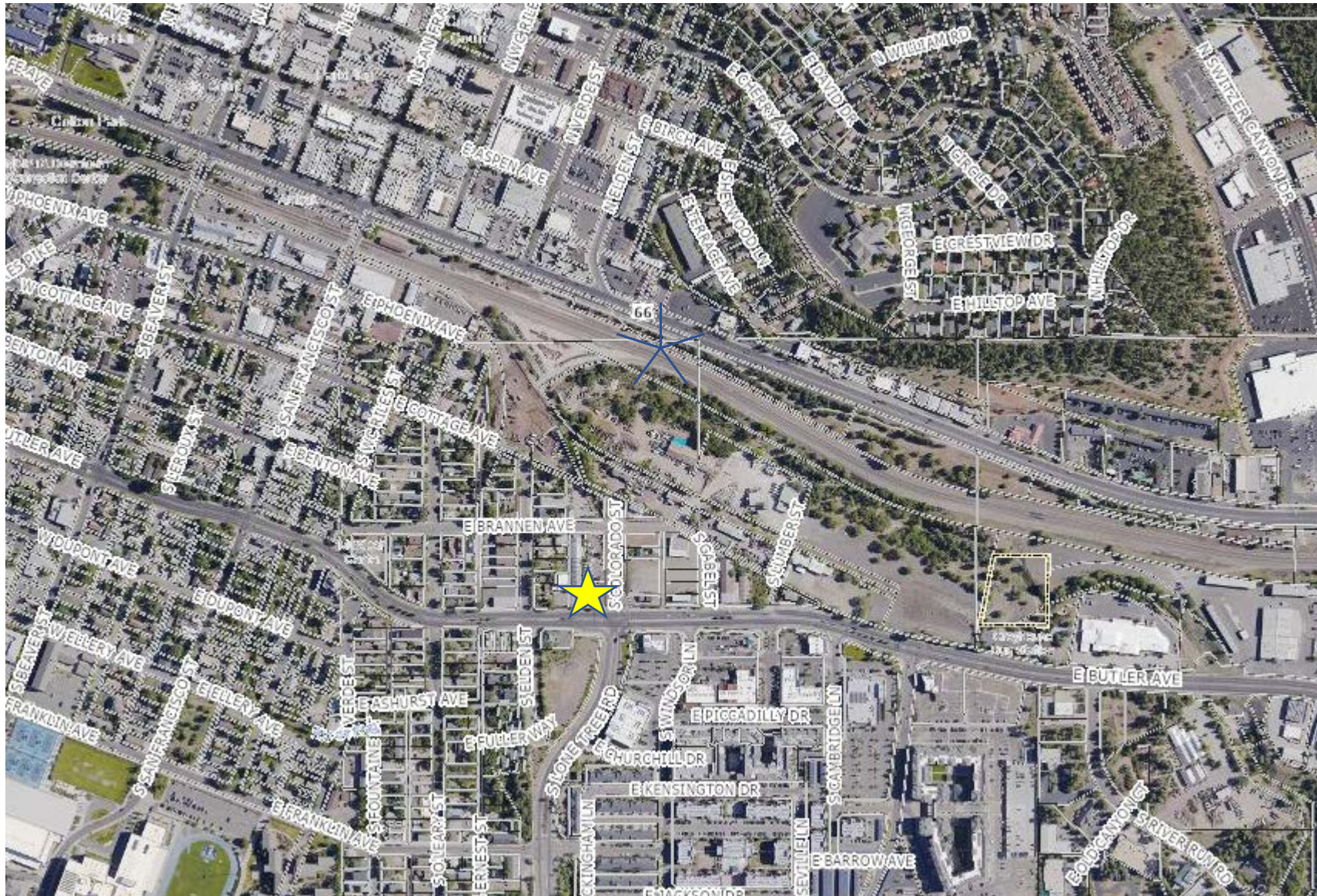


# Vicinity Map





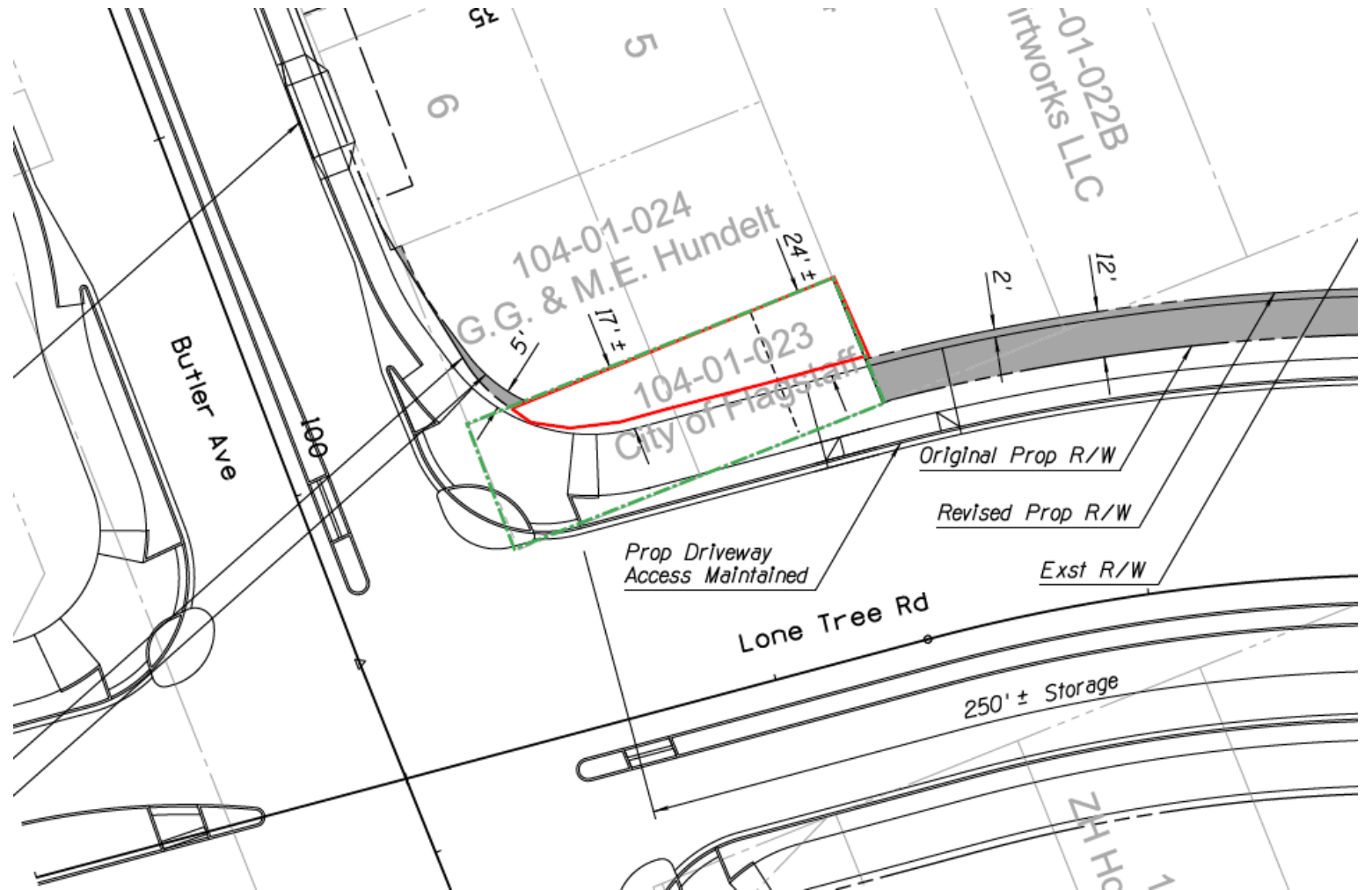
# Vicinity Map





# Background

- City purchased entirety APN 104-01-023 for Lone Tree Overpass (LTO) (Green outline)
- LTO does not need the red highlighted portion of parcel (1,183 SQFT)
- LTO does need 282 SQFT on adjacent parcel 104-01-024 owned by the Hundelts
- Hundelt's would like to partially exchange what is needed on their property for the excess lands on the City parcel





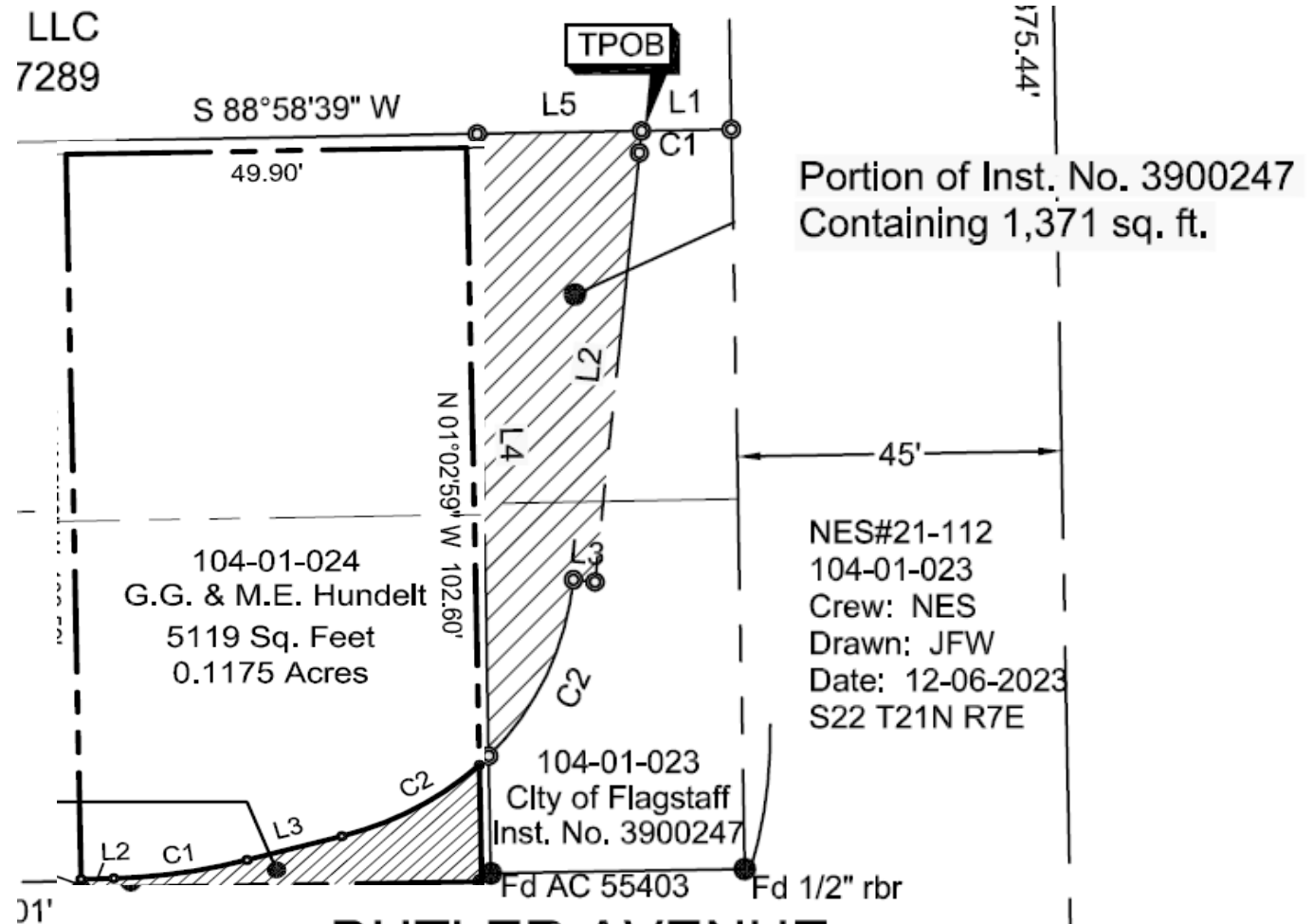
# Background





# Considerations

- Both properties LI zoning
- Limited alternative uses for such a small remnant piece.
- As vacant a maintenance liability





**ORDINANCE NO. 2024-18**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AUTHORIZING THE EXCHANGE OF REAL PROPERTY OF SUBSTANTIALLY EQUAL VALUE, WITH PROPERTY OWNERS GARY G. AND MARY EILEEN HUNDELT; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE**

**RECITALS:**

WHEREAS, the City Council has authority to acquire and exchange real property of substantially equal value, pursuant to the Flagstaff City Charter, Article I, Section 3 and A.R.S. Section 9-407; and

WHEREAS the City desires to receive property necessary for the Lone Tree Overpass Project in exchange for City property and has published a notice of intent to exchange property.

**ENACTMENTS:**

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

**SECTION 1. In General**

The City of Flagstaff hereby authorizes the exchange of properties of substantially equal value, to consist of a City grant of approximately 1,183 square feet of land to, Gary and Mary Hundelt, husband and wife, as joint tenants with right of survivorship, as legally described and depicted in the attached Exhibits A and A-1, in exchange for a Gary and Mary Hundelt grant of 282 square feet of land to the City for the Lone Tree Overpass Project, as legally described and depicted in the Attached Exhibit B, with Gary and Mary Hundelt to pay the City an additional sum of \$409.00 for the exchange, all pursuant to a separate Purchase Agreement approved by City Council. A map depicting the exchange is attached hereto as Exhibit C.

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

**SECTION 2 Delegation of Authority**

The Mayor, City Manager, City Attorney, City Clerk, Finance Director, Real Estate Manager, or their designees are hereby delegated authority to take all actions necessary and appropriate to complete the transactions approved in this ordinance.

**SECTION 3 Repeal of Conflicting Ordinances**

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

**SECTION 4 Severability**

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

**SECTION 5. Clerical Corrections**

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

**SECTION 6. Effective Date**

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this of July 2nd, 2024.

---

MAYOR

ATTEST:

---

CITY CLERK

APPROVED AS TO FORM:

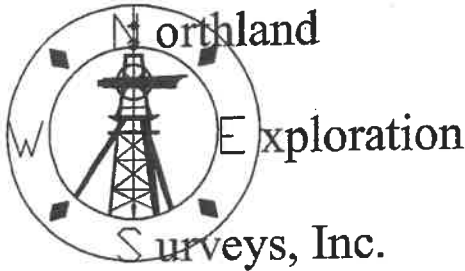
---

CITY ATTORNEY

**Attachments:**

- Exhibits A and A-1     Legal description and depiction, (1,183 square feet)
- Exhibit B                Legal description, (282 square feet)
- Exhibit C                Map depicting exchange

**\*\*Exhibits are on file with the "Flagstaff City Clerk\*\***



# EXHIBIT "A"

A portion of that parcel of land recorded in Inst. No. 3900247, Records of Coconino County (R1), being a portion of Block 25 of the Revised plat of Brannen Addition as recorded in Book 1, Page 42, Records of Coconino County, situated in Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona

## LEGAL DESCRIPTION:

A portion of that parcel of land recorded in Inst. No. 3900247, Records of Coconino County (R1), being a portion of Block 25 of the Revised plat of Brannen Addition as recorded in Book 1, Page 25, Records of Coconino County, situated in Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said portion being more particularly described as follows:

FROM the northeast corner of that parcel of land recorded in Inst. No. 3707289, R.C.C. (R2), said point being a found 1/2" rebar, thence S 01° 02' 18" E [Basis of Bearings: Grid per State Plane Zone Arizona Central (0202)], along the east line of said Block 25 Brannen Addition, for a distance of 139.04 feet to the northeast corner of said parcel recorded in Inst. No. 3900247 (R1);

thence S 88° 58' 39" W, along the north line of said parcel (R1), for a distance of 15.47 feet to a non-tangent point of curvature, said point being the TRUE POINT OF BEGINNING;

thence southwesterly along a curve to the left, having a central angle of 0° 16' 08" and a radius of 573.00 feet, for a distance of 2.69 feet, the chord of said curve bears S 06° 01' 29" W a distance of 2.69 feet to a point of tangency;

thence S 05° 53' 25" W for a distance of 59.83 feet to a point of curvature;

thence southwesterly along a curve to the right, having a central angle of 39° 38' 11" and a radius of 40.00 feet, for a distance of 27.67 feet, the chord of said curve bears S 25° 42' 31" W a distance of 27.12 feet to a non-tangent point, said point being on the west line of said parcel (R1);

thence N 01° 02' 59" W, along the said west line (R1), for a distance of 86.29 feet to a point, said point being the northwest corner of said parcel (R1);

thence N 88° 58' 39" E, along the said north line of parcel (R1), for a distance of 19.77 feet to the TRUE POINT OF BEGINNING,

said parcel of land contains 1,183 square feet of land, more or less, including any easements of record over the above described parcel, as shown on Exhibit "A-1", which is made a part hereof by this reference.



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	2.69'	573.00'	0°16'08"	S 06°01'29" W	2.69'
C2	27.67'	40.00'	39°38'11"	N 25°42'31" E	27.12'

# EXHIBIT "A-1"

A portion of Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona

CURVE DATA:

N 88°56'25" E 150.15'

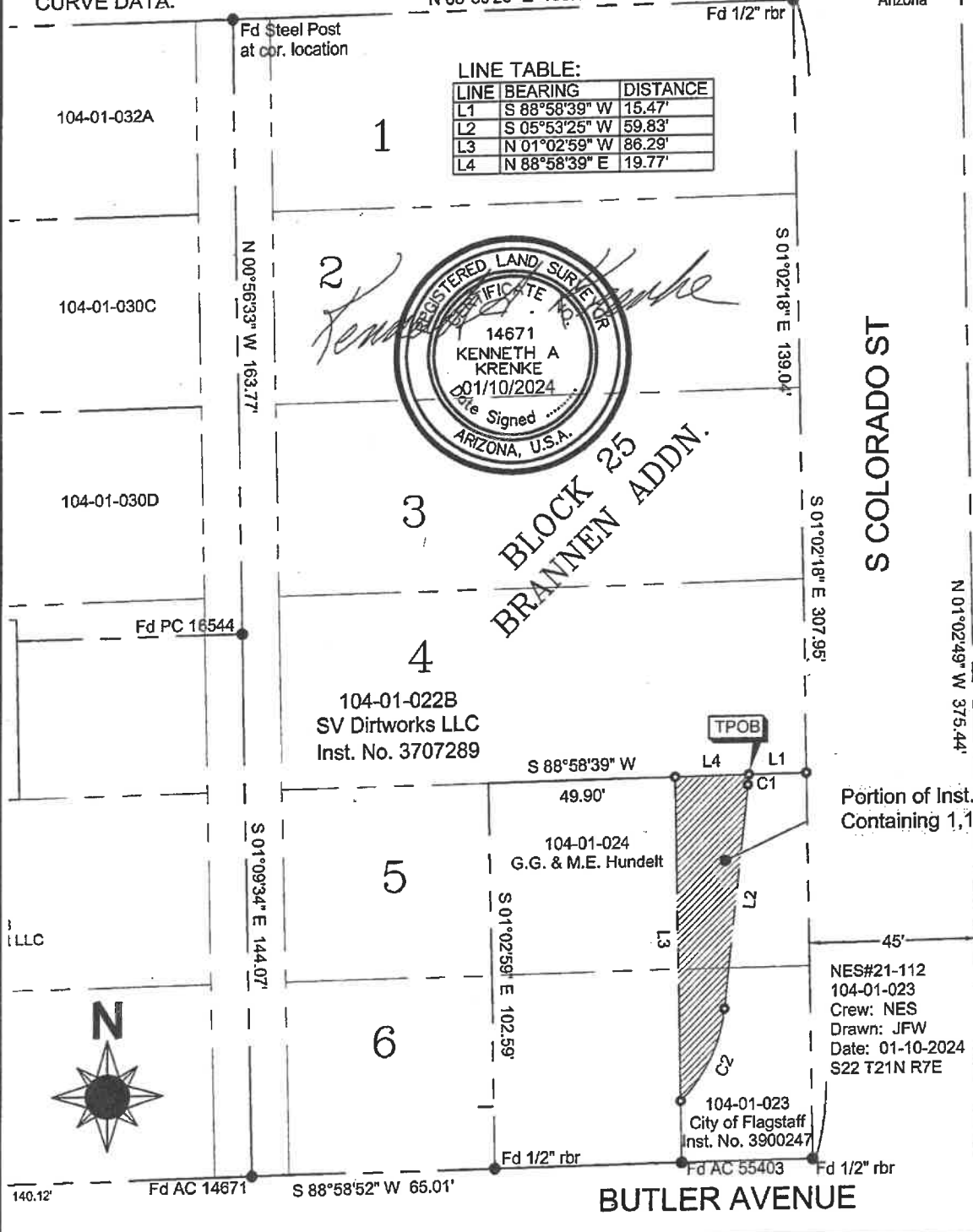
LINE TABLE:

LINE	BEARING	DISTANCE
L1	S 88°58'39" W	15.47'
L2	S 05°53'25" W	59.83'
L3	N 01°02'59" W	86.29'
L4	N 88°58'39" E	19.77'



**BLOCK 25  
BRANNEN ADDN.**

**S COLORADO ST**



Scale: 1" = 40'      Date: 01/10/2024      Job No. 21-112

Exhibit "B"

# EXHIBIT "A"

A portion of that parcel of land recorded in Inst. No. 3805360, Records of Coconino County, being a portion of Lots 5 and 6, Block 25 of Brannen Addition to the Town of Flagstaff, as recorded in Book 1, Page 12 and revised in Book 1, Page 42, R.C.C., situated in Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, City of Flagstaff, Coconino County, Arizona

## LEGAL DESCRIPTION:

A portion of that parcel of land recorded in Instrument No. 3805360, Records of Coconino County (R1), being a portion of Lots 5 and 6, Block 25 of Brannen Addition to the Town of Flagstaff, as recorded in Book 1, Page 12 and revised in Book 1 of Maps, Page 42, R.C.C., situated in Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, City of Flagstaff, Coconino County, Arizona, said portion being more particularly described as follows:

BEGINNING at the Southwest corner of said parcel of land (R1), said point being a found 1/2" rebar, thence N 01° 02' 59" W [Basis of Bearings: Grid per State Plane Zone Arizona Central (0202)], along the west line of said parcel (R1), for a distance of 1.23 feet to a point;

thence N 88° 18' 31" E for a distance of 4.07 feet to a point of curvature;

thence northeasterly along a curve to the left, having a central angle of 14° 06' 43" and a radius of 68.42 feet, for a distance of 16.85 feet, the chord of said curve bears N 81° 15' 10" E for 16.81 feet to a point of tangency;

thence N 74° 11' 48" E for a distance of 12.26 feet to a point of curvature;

thence northeasterly along a curve to the left, having a central angle of 28° 40' 12" and a radius of 40.00 feet, for a distance of 20.02 feet, the chord of said curve bears N 59° 51' 42" E for 19.81 feet to a point, said point being on the east line of said parcel of land (R1);

thence S 01° 02' 59" E, along the said east line, for a distance of 16.31 feet to a point, said point being on the South line of said parcel of land (R1), also being the said north Right-of-way line of Butler Avenue;

thence S 88° 58' 52" W, along the said north Right-of-way line of Butler Avenue, for a distance of 46.13 feet to the TRUE POINT OF BEGINNING;

said parcel of land contains 282 square feet of land, more or less, including any easements of record over the above described parcel, as shown on Exhibit "A-1", which is made a part hereof by this reference.

NES #21-112\_FEE\_104-01-024



Exhibit XX



**PURCHASE AGREEMENT**

Title Company Pioneer Title Agency, Inc. Date \_\_\_\_\_  
 Address 100 N. Elden Street (to be completed by Title Company, if applicable)  
 City Flagstaff Arizona Zip Code \_\_\_\_\_  
 Escrow Officer Cabrina Zweifel Phone 928-779-0371  
 Escrow No. \_\_\_\_\_ Email cabrina.zweifel@ptaaz.com  
 Grantor Gary G. Hundelt and Mary Eileen Hundelt, husband and wife, as joint tenants with right of survivorship  
 Mailing Address \_\_\_\_\_  
 Phone 602-502-3959 Mobile \_\_\_\_\_ Email tim@theblue-az.com

Grantee: CITY OF FLAGSTAFF (the "City")  
 Mailing Address: 211 West Aspen, Flagstaff, AZ 86001

The CITY shall pay directly to the Grantor, or deposit with the Title Company ("Escrow Agent") if escrowed, the purchase price plus all lawful costs incidental to closing as follows:

Escrow Fees	_____	
Title Policy Fees	_____	
<b>TOTAL ESCROW &amp; TITLE FEES</b>		<u>\$0.00</u>
<b>Recording Fees</b>		
Deed	_____	
Easement	_____	
Release	_____	
<b>TOTAL RECORDING FEES</b>		<u>\$0.00</u>
<b>Other Charges</b>		
Release Fees	_____	
Title Report Fee	_____	
Prorated Taxes/Dates	_____	
<b>TOTAL OTHER CHARGES</b>		<u>\$0.00</u>
Subtotal Fees		<u>\$0.00</u>
Title Report Credit (-)	_____	
<b>Total Closing Costs</b>		<u>\$0.00</u>
Land and Improvements*		<u>\$11,421.00</u>
COF Land Exchange		<u>\$ (11,830.00)</u>
		_____
		_____
<b>Total Purchase Price</b>		<u>\$ (409.00)</u>
<b>TOTAL WARRANT**</b>		<u>\$0.00</u>

Charges and disbursements to be paid from Grantor's funds as follows (check all that apply):

- Total Acquisition of Grantor's Property:** Full release of all monetary liens and encumbrances, and leases of any kind. Pay in full all due and delinquent real property taxes and general and special improvement assessments. Grantor will be charged for any costs necessary to make the property compliant with the Covenants, Conditions and Restrictions. Prorate the current year's real property taxes on closings that occur on or after the 3<sup>rd</sup> Monday of August each year. Escrow Agent shall withhold the prorated amounts from each party and pay the lien of the current year's taxes in full.
- Partial Acquisition of Grantor's Property:** Partial release of all monetary liens and encumbrances, and leases of any kind. At the discretion of the City, pay due and delinquent property taxes and general and special improvement assessments, including full payment of taxes and assessments on individual assessor parcels within City's partial acquisition, and any Certificate(s) of Purchase. The current year's taxes shall not be prorated regardless of the closing date.

**Easement(s):** Consent to permanent easement(s) by secured party(ies).

**Other Disbursements:**

**Security Deposits and Prepaid Rents, if Applicable:** Grantor agrees to return all security deposits and prepaid rents directly to lessee(s) outside of escrow.

\*\*\*\*\*  
**Possession Date:** Close of escrow/date of recording.

Special Conditions Right of Way Contract Yes  No   
 Entry Agreement\*\*\* Yes  No   
 \*\*\* If yes, City shall pay statutory interest on the "Total Purchase Price" from \_\_\_\_\_ to the close of escrow/date of recording directly to Grantor by separate warrant.

**Special Instructions/Information:** City of Flagstaff to Exchange 1,371 sq/ft. Property valued at \$13,710.00 or \$10.00 sq/ft.

\*Title policy fees based on this amount only.  
 \*\*Sum of "Total Closing Costs" and "Total Purchase Price" only.

THE GRANTOR, having executed a conveyance of hereof and all property rights to the GRANTEE in a certain conveyance dated \_\_\_\_\_ described in Exhibit "A" attached hereto and made a part hereof, and having delivered same to the above Title Company as Escrow Agent, said agent is directed to deliver said conveyance to the CITY OF FLAGSTAFF; title to said property to pass upon the acceptance of delivery and possession by the CITY OF FLAGSTAFF.

**GRANTOR SUBSURFACE IMPROVEMENT TOWNMENT**

1. I  am  am not aware of the presence of any subsurface improvements (e.g., septic systems, storm cellars, ground wells) within the area of acquisition. If aware of such improvements, please provide any information that may assist in locating same.
2. Well(s)  Yes  No Well Registration No(s): 55-\_\_\_\_\_
3. Irrigation Water Rights  Yes  No IGR Number: 58-\_\_\_\_\_
4. Well is located  within the acquisition area,  outside the acquisition area.
- 5.


**(NOTE: If you answered yes regarding water rights, please provide a copy of the appropriate certificate for escrow to transfer, if available)**

The Escrow Agent is to process and record the transfer of the well or irrigation water rights located within the acquisition area to the County.

Yes  No Addendum attached hereto and made part hereof.

Notice of Pending Sale pursuant to A.R.S 33-1806.

**GRANTOR: Gary G. Hundelt and Mary Eileen Hundelt, husband and wife, as joint tenants with right of survivorship**

  
Signature \_\_\_\_\_

Gary G. Hundelt 4-13-2024  
Print \_\_\_\_\_ Date \_\_\_\_\_

  
Signature \_\_\_\_\_

Mary Eileen Hundelt \_\_\_\_\_  
Print \_\_\_\_\_ Date \_\_\_\_\_

Accepted \_\_\_\_\_ Date \_\_\_\_\_  
ESCROW OFFICER

**Grantee: City of Flagstaff, an Arizona municipal corporation**

\_\_\_\_\_  
Greg Clifton, City Manager, City of Flagstaff



# EXHIBIT "A"

A portion of that parcel of land recorded in Inst. No. 3805360, Records of Coconino County, being a portion of Lots 5 and 6, Block 25 of Brannen Addition to the Town of Flagstaff, as recorded in Book 1, Page 12 and revised in Book 1, Page 42, R.C.C., situated in Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, City of Flagstaff, Coconino County, Arizona

## LEGAL DESCRIPTION:

A portion of that parcel of land recorded in Instrument No. 3805360, Records of Coconino County (R1), being a portion of Lots 5 and 6, Block 25 of Brannen Addition to the Town of Flagstaff, as recorded in Book 1, Page 12 and revised in Book 1 of Maps, Page 42, R.C.C., situated in Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, City of Flagstaff, Coconino County, Arizona, said portion being more particularly described as follows:

BEGINNING at the Southwest corner of said parcel of land (R1), said point being a found 1/2" rebar, thence N 01° 02' 59" W [Basis of Bearings: Grid per State Plane Zone Arizona Central (0202)], along the west line of said parcel (R1), for a distance of 1.23 feet to a point;

thence N 88° 18' 31" E for a distance of 4.07 feet to a point of curvature;

thence northeasterly along a curve to the left, having a central angle of 14° 06' 43" and a radius of 68.42 feet, for a distance of 16.85 feet, the chord of said curve bears N 81° 15' 10" E for 16.81 feet to a point of tangency;

thence N 74° 11' 48" E for a distance of 12.26 feet to a point of curvature;

thence northeasterly along a curve to the left, having a central angle of 28° 40' 12" and a radius of 40.00 feet, for a distance of 20.02 feet, the chord of said curve bears N 59° 51' 42" E for 19.81 feet to a point, said point being on the east line of said parcel of land (R1);

thence S 01° 02' 59" E, along the said east line, for a distance of 16.31 feet to a point, said point being on the South line of said parcel of land (R1), also being the said north Right-of-way line of Butler Avenue;

thence S 88° 58' 52" W, along the said north Right-of-way line of Butler Avenue, for a distance of 46.13 feet to the TRUE POINT OF BEGINNING;

said parcel of land contains 282 square feet of land, more or less, including any easements of record over the above described parcel, as shown on Exhibit "A-1", which is made a part hereof by this reference.

NES #21-112\_FEE\_104-01-024



## Addendum to the Purchase Agreement

Between

City of Flagstaff

And

**Gary G. Hundelt and Mary Eileen Hundelt, husband and wife,  
as joint tenants with right of survivorship**

1. Gary G. Hundelt and Mary Eileen Hundelt shall convey to the City of Flagstaff 282 square feet of land in fee simple by Warranty Deed (Exhibit 1), valued at \$11,421.00.
2. In exchange, the City of Flagstaff shall convey to Gary G. Hundelt and Mary Eileen Hundelt 1,183 square feet of land in fee simple by Special Warranty Deed (Exhibit 2), valued at \$11,830.00.

Fee	104-01-024	Exhibit 1	282 sq/ft @ 40.50 sq/ft	\$11,421.00
Fee	104-01-023	Exhibit 2	1,183 sq/ft @ \$10.00 sq/ft	<u>- \$ 11,830.00</u>
<b>Total to be paid by Hundelts to the City of Flagstaff</b>				<b>\$ 409.00</b>

3. The escrow agent shall deposit all escrowed funds in an escrow account and disburse same by check; pay encumbrances in accordance with this agreement; prorate all agreed items; record such escrowed instruments as are necessary or proper in the issuance of title insurance; and pay the balance of the escrowed funds to the party or parties entitled thereto.
4. The City will pay all typical escrow service fees and or title insurance.
5. Due to the loss of access off Butler Road, the City will be providing access and a driveway on the east side of the property off of Lone Tree Road (Colorado Road).
6. All utilities adjacent to the property will be relocated as part of the project at no cost to the Seller.
7. The existing address, 422 E. Butler is not being changed as part of the project.
8. The assemblage of the remnant parcel to the west parcel, if needed, will be supported by the City of Flagstaff. If the owner decides to combine the two parcels, one legal description combining the two parcels will be required by Coconino County. A legal description for the total parcel will be provided by the City to the Seller, at no cost to the property owner. The legal description and exhibit will be prepared by a Registered Land Surveyor (RLS).
9. All parties have the authority to enter into this Agreement and have the authority and power to enter into this Agreement to consummate this transaction.
10. This entire Agreement, together with any attachments, shall supersede any and all other prior understandings and agreements, either written or oral.

Attachments: Exhibit 1 and 2

Signature Page follows

# EXHIBIT 1

When recorded, return to:  
City Clerk  
211 W. Aspen Avenue  
Flagstaff, AZ 86001

Exempt under:  
A.R.S. § 11-1134(A)(3)

## **WARRANTY DEED**

**Gary G. Hundelt and Mary Eileen Hundelt, husband and wife, as joint tenants with right of survivorship**, the Grantor, does hereby grant, convey, and warrant to the **City of Flagstaff, an Arizona municipal corporation**, the Grantee, that certain real property situated in Coconino County, Arizona, together with all rights and privileges appurtenant thereto, to wit:

**SEE EXHIBIT “A” ATTACHED HERETO**

**AND BY REFERENCE MADE A PART HEREOF.**

SUBJECT TO current taxes and assessments, reservations, and all easements, rights-of-way, covenants, conditions, restrictions, liens, and encumbrances of record.

---

**PROJECT:** Lone Tree Overpass      **LOCATION:** Butler Avenue – Historic Route 66      **PARCEL:** LT-09

---

Project Number: 03-19004



# EXHIBIT "A"

A portion of that parcel of land recorded in Inst. No. 3805360, Records of Coconino County, being a portion of Lots 5 and 6, Block 25 of Brannen Addition to the Town of Flagstaff, as recorded in Book 1, Page 12 and revised in Book 1, Page 42, R.C.C., situated in Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, City of Flagstaff, Coconino County, Arizona

## LEGAL DESCRIPTION:

A portion of that parcel of land recorded in Instrument No. 3805360, Records of Coconino County (R1), being a portion of Lots 5 and 6, Block 25 of Brannen Addition to the Town of Flagstaff, as recorded in Book 1, Page 12 and revised in Book 1 of Maps, Page 42, R.C.C., situated in Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, City of Flagstaff, Coconino County, Arizona, said portion being more particularly described as follows:

BEGINNING at the Southwest corner of said parcel of land (R1), said point being a found 1/2" rebar, thence N 01° 02' 59" W [Basis of Bearings: Grid per State Plane Zone Arizona Central (0202)], along the west line of said parcel (R1), for a distance of 1.23 feet to a point;

thence N 88° 18' 31" E for a distance of 4.07 feet to a point of curvature;

thence northeasterly along a curve to the left, having a central angle of 14° 06' 43" and a radius of 68.42 feet, for a distance of 16.85 feet, the chord of said curve bears N 81° 15' 10" E for 16.81 feet to a point of tangency;

thence N 74° 11' 48" E for a distance of 12.26 feet to a point of curvature;

thence northeasterly along a curve to the left, having a central angle of 28° 40' 12" and a radius of 40.00 feet, for a distance of 20.02 feet, the chord of said curve bears N 59° 51' 42" E for 19.81 feet to a point, said point being on the east line of said parcel of land (R1);

thence S 01° 02' 59" E, along the said east line, for a distance of 16.31 feet to a point, said point being on the South line of said parcel of land (R1), also being the said north Right-of-way line of Butler Avenue;

thence S 88° 58' 52" W, along the said north Right-of-way line of Butler Avenue, for a distance of 46.13 feet to the TRUE POINT OF BEGINNING;

said parcel of land contains 282 square feet of land, more or less, including any easements of record over the above described parcel, as shown on Exhibit "A-1", which is made a part hereof by this reference.

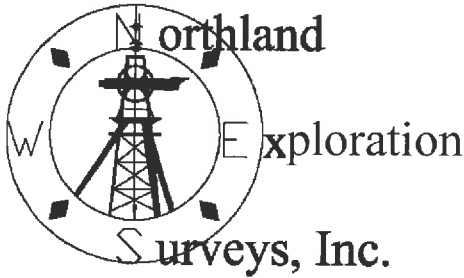
NES #21-112\_FEE\_104-01-024



# EXHIBIT 2







# EXHIBIT "A"

A portion of that parcel of land recorded in Inst. No. 3900247, Records of Coconino County (R1), being a portion of Block 25 of the Revised plat of Brannen Addition as recorded in Book 1, Page 42, Records of Coconino County, situated in Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona

## LEGAL DESCRIPTION:

A portion of that parcel of land recorded in Inst. No. 3900247, Records of Coconino County (R1), being a portion of Block 25 of the Revised plat of Brannen Addition as recorded in Book 1, Page 25, Records of Coconino County, situated in Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said portion being more particularly described as follows:

FROM the northeast corner of that parcel of land recorded in Inst. No. 3707289, R.C.C. (R2), said point being a found 12 rebar, thence S 01° 02' 18" E [Basis of Bearings: Grid per State Plane Zone Arizona Central (0202)], along the east line of said Block 25 Brannen Addition, for a distance of 139.04 feet to the northeast corner of said parcel recorded in Inst. No. 3900247 (R1);

thence S 88° 58' 39" W, along the north line of said parcel (R1), for a distance of 15.47 feet to a non-tangent point of curvature, said point being the TRUE POINT OF BEGINNING;

thence southwesterly along a curve to the left, having a central angle of 0° 16' 08" and a radius of 573.00 feet, for a distance of 2.69 feet, the chord of said curve bears S 06° 01' 29" W a distance of 2.69 feet to a point of tangency;

thence S 05° 53' 25" W for a distance of 59.83 feet to a point of curvature;

thence southwesterly along a curve to the right, having a central angle of 39° 38' 11" and a radius of 40.00 feet, for a distance of 27.67 feet, the chord of said curve bears S 25° 42' 31" W a distance of 27.12 feet to a non-tangent point, said point being on the west line of said parcel (R1);

thence N 01° 02' 59" W, along the said west line (R1), for a distance of 86.29 feet to a point, said point being the northwest corner of said parcel (R1);

thence N 88° 58' 39" E, along the said north line of parcel (R1), for a distance of 19.77 feet to the TRUE POINT OF BEGINNING,

said parcel of land contains 1,183 square feet of land, more or less, including any easements of record over the above described parcel, as shown on Exhibit A-1", which is made a part hereof by this reference.



# EXHIBIT "A 1"

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	2.69'	573.00'	0°16'08"	S 06°01'29" W	2.69'
C2	27.67'	40.00'	39°38'11"	N 25°42'31" E	27.12'

Aporion of Section 22, Township 21 North, Range 7

CURVE DATA: N 88°56'125" E 150.15' East, Gila and Salt River eridian, Qoconino County,

Fd teel Post  
at r. bcation

LINE TABLE:

LINE	BEARING	DISTANCE
L1	S 88°58'39" W	15.47'
L2	S 05°53'25" W	59.83'
L3	N 01°02'59" W	86.29'
L4	N 88°58'39" E	19.77'

104-01-032A

104-01-030C

104-01-030D

Fd PC I 544



BLOCK 25  
BRANNEN ADDN.

104-01-0228  
SV Dirtworks LLC  
Inst. No. 3707289

S 88°58'39" W  
49.90'

104-01-024  
G.G. & M.E. Hundelt

TPOB

Containing 1,183 sq. ft.

NES#21-1

104-01-023

Crew: NES

Date: 01-10-2024

104-01-023  
City of Flagstaff  
Inst. No. 3900247

Fd 1/2" rbr

Fd AC 55403

Fd 1/2" rbr

140.12' Fd AC 14671 S 88°58'52" W 65.01'

BUTLER AVENUE



Scale: 1" = 40' Date: 01/10/2024 Job No. 21-112

528 W. Aspen Avenue, Flagstaff, Arizona 86001 (928) 774-5058

**NORTHLAND EXPLORATION SURVEYS, INC.**

**Purchase Agreement & Addendum to Purchase Agreement (related to Property Exchange for the Lone Tree Overpass Project)**

**Signature Page**

**Gary G. Hundelt and Mary Eileen Hundelt, husband and wife, as joint tenants with right of survivor ship**

\_\_\_\_\_  
Gary G. Hundelt

\_\_\_\_\_  
Mary Eileen Hundelt

**City of Flagstaff**

\_\_\_\_\_  
Greg Clifton, City Manager

Attest :  
  
\_\_\_\_\_  
Stacy Saltzburg, City Clerk

Approved as to form:  
  
\_\_\_\_\_  
City Attorney

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Edward Schenk, Water Services Manager - Stormwater  
**Date:** 06/12/2024  
**Meeting Date:** 06/18/2024



**TITLE:**

**Consideration and Adoption of Resolution No. 2024-32 and Ordinance No. 2024-20:** A resolution of the Flagstaff City Council declaring as a public record that certain document filed with the City Clerk and entitled "2024 Revisions to Floodplain Regulations" and an ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 12 Floodplains, Chapter 12-01 Flood Plain Regulations, by adopting by reference that certain document entitled "2024 Revisions to Floodplain Regulations"; providing for penalties, repeal of conflicting ordinances, severability, and establishing an effective date

**STAFF RECOMMENDED ACTION:**

**At the June 18, 2024 Council Meeting:**

- 1) Read Resolution No. 2024-32 by title only
- 2) Read Ordinance No. 2024-20 by title only for the first time
- 3) City Clerk reads Ordinance No. 2024-20 by title only (if approved above)

**At the July 2, 2024 Council Meeting:**

- 4) Adopt Resolution No. 2024-32
- 5) Read Ordinance No. 2024-20 by title only for the final time
- 6) City Clerk reads Ordinance No. 2024-20 by title only for the final time
- 7) Adopt Ordinance No. 2024-20

**Executive Summary:**

Chapter 12-01 of City Code is titled "Flood Plain Regulations" and provides a comprehensive list of development regulations for FEMA special flood hazard areas (SFHAs). This chapter is required by FEMA for all communities but is up to the community to write and maintain. The current revision of Chapter 12-01 is from 2011 and includes terms and definitions that are outdated. The purpose of this revision is to bring the City of Flagstaff's code up to compliance with the current definitions that FEMA uses in 2024. This revision has no policy implications, no changes in regulations, and no fiscal impact. This update is required by FEMA as part of our Community Rating Service (CRS) rating of 5, which provides a 25% discount to federally-backed flood insurance policies.

**Financial Impact:**

There is no financial impact of this revision.

**Policy Impact:**

There is no policy impact of this revision, the revision will update terms and definitions to current FEMA standards.

**Previous Council Decision or Community Discussion:**

None

**Options and Alternatives to Recommended Action:**

The alternative is to not move forward with this minor revisions, due to current CRS standards this will disqualify the City of Flagstaff as a Class 5 community under FEMA forfeiting our 25% National Flood Insurance Policy discount.

**Background and History:**

The Flagstaff community is currently a Class 5 CRS community, providing a 25% discount on National Flood Insurance Policy claims. The City receives this designation through an annual routine audit, and a five-year extensive audit, of flood risk mitigations, actions, and regulations. Chapter 12-01 of City Code provides the majority of the FEMA special flood hazard area (SFHA) regulations for new and existing development in FEMA recognized floodplains and floodways. In the 2019 audit of the City's CRS program there was a recommendation to update Chapter 12-01 to be consistent with current terms and definitions of FEMA. This recommendation became a requirement to remain a Class 5 community in 2021 when the FEMA CRS Handbook was updated. This new requirement was communicated to Stormwater staff in January of this year by our State FEMA regulatory representative (Arizona Department of Water Resources). Stormwater staff consulted with Legal in February and March of this year and are bringing the minor changes required to Council to update Chapter 12-01 to be consistent with FEMA.

**Connection to PBB Priorities and Objectives:**

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, & land use practices

**Connection to Regional Plan:**

Regional Plan

Goal WR.5: Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.

Goal T.21: Improve transportation safety and efficiency for all modes.

**Connection to Carbon Neutrality Plan:**

This minor revision has no substantial nexus with the Carbon Neutrality Plan

**Connection to 10-Year Housing Plan:**

This minor revision has no substantial nexus with the 10-Year Housing Plan

**Connection to Division Specific Plan:**

This supports both the 2025 Water Services Division Plan and the 2028 Stormwater Section Plan

---

**Attachments:**    Res. 2024-32  
                          2024 Revisions to Floodplain Regulations  
                          Ord. 2024-20

**RESOLUTION NO. 2024-32**

**A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED “2024 REVISIONS TO FLOODPLAIN REGULATIONS”**

**RECITALS:**

WHEREAS, pursuant to A.R.S. § 9-802 a municipality may enact or amend provisions of the City Code by reference to a public record, provided that the adopting ordinance is published in full;

WHEREAS, the City of Flagstaff wishes to incorporate by reference amendments to the Flagstaff City Code, Ordinance No. 2024-20, by first declaring said amendments to be a public record.

**ENACTMENTS:**

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

SECTION 1. In General.

That certain document known as “*2024 Revisions to Floodplain Regulations*” attached hereto as Exhibit A is hereby declared to be a public record, and one (1) paper copy and one (1) electronic copy maintained in compliance with A.R.S. § 44-7041 shall remain on file with the City Clerk and kept available for public use and inspection.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 2nd day of July, 2024.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

Exhibits:  
2024 Revisions to Floodplain Regulations

## 2024 REVISIONS TO FLOODPLAIN REGULATIONS

### 12-01-001-0001 STATEMENT OF PURPOSE

It is the purpose of these regulations to promote the public health, safety and general welfare, and to minimize public and private losses due to flood conditions in the City of Flagstaff by provisions designed:

- A. To protect human life and health;
- B. To minimize flood damages and reduce the height and velocities which are caused by obstructions which restrict the capacity of the watercourses and floodways;
- C. To reduce the financial burden imposed on the community, its governmental units and its citizens;
- D. To assure retention of sufficient floodway area to convey the base flood;
- E. To enhance wildlife and recreation values where appropriate by preserving riparian vegetation along watercourses and floodplains;
- F. To minimize expenditure of public money for costly flood control projects;
- G. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- H. To minimize prolonged business interruptions;
- I. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets, and bridges located in SPECIAL FLOOD HAZARD AREAS;
- J. To help maintain a stable tax base by providing for the ~~second~~ SOUND use and development of SPECIAL FLOOD HAZARD AREAS so as to minimize future flood blight areas;
- K. To ~~insure~~ PROVIDE A FRAMEWORK that potential buyers are notified EDUCATED that property is in an area of Special FLOOD HAZARD AREA;
- L. To insure that those who occupy Special FLOOD HAZARD AREA assume responsibility for their actions; and
- M. To maintain eligibility for the National Flood Insurance Program and State and/or Federal Disaster Relief.

### 12-01-001-0001.01 STATUTORY AUTHORIZATION

~~A.R.S. § 48-3610, the Arizona State Legislature authorizes City of Flagstaff to adopt regulations in conformance with A.R.S. § 48-3603 designed to promote the public health, safety and general welfare of its citizenry.~~

IN A.R.S. § 48-3610, THE ARIZONA STATE LEGISLATURE ENABLED THE CITY TO ASSUME

THE POWERS AND DUTIES FOR FLOODPLAIN MANAGEMENT AND ADOPT REGULATIONS IN CONFORMANCE WITH A.R.S. § 48-3609 DESIGNED TO PROMOTE THE PUBLIC HEALTH, SAFETY, AND GENERAL WELFARE OF ITS CITIZENRY. THEREFORE, THE CITY COUNCIL OF FLAGSTAFF, ARIZONA, DOES ORDAIN AS FOLLOWS:

**12-01-001-0001.2 FINDINGS OF FACT**

A. The SPECIAL FLOOD HAZARD AREAS of the City of Flagstaff are subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.

B. These flood losses may be caused by the cumulative effect of obstructions in SPECIAL FLOOD HAZARD AREAS which increase flood heights and velocities and, when inadequately anchored, cause damage in other areas. Uses that are inadequately flood proofed, elevated or otherwise protected from flood damage, also contribute to the flood loss.

**12-01-001-0002 METHODS OF REDUCING FLOOD LOSSES:**

In order to accomplish its purpose, these regulations includes methods and provisions for:

A. Restricting or prohibiting uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;

B. Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

C. Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;

D. Controlling filling, grading, dredging, and other development which may increase flood damage; and

E. Preventing or regulating the construction of flood barriers which may unnaturally divert flood waters or which may increase flood hazards in other areas.

F. Controlling or regulating increased stormwater runoff caused by development within contributing watersheds of watercourses and floodplains.

**12-01-001-0003 DEFINITIONS**

Unless specifically defined below, words or phrases used in these regulations shall be interpreted so as to give them the meaning they have in common usage and to give these regulations their most reasonable application.

"Accessory Use" means a use which is incidental and subordinate to the principal use of the parcel of land on which it is applied.

"Accessory Structure" ~~means a structure that is solely for the parking of no more than 2 cars; or~~



~~limited storage (small, low cost sheds 200 sq. ft. or less).~~ FEMA PUBLICATION P-2140: FLOODPLAIN MANAGEMENT REQUIREMENTS FOR AGRICULTURAL STRUCTURES AND ACCESSORY STRUCTURES, DEFINES AN ACCESSORY STRUCTURE AS:

FOR FLOODPLAIN MANAGEMENT PURPOSES, ACCESSORY STRUCTURES ARE STRUCTURES THAT ARE ON THE SAME PARCEL OF PROPERTY AS A PRINCIPAL STRUCTURE, THE USE OF WHICH IS INCIDENTAL TO THE USE OF THE PRINCIPAL STRUCTURE. ACCESSORY STRUCTURES MUST BE USED FOR PARKING OR STORAGE, BE SMALL AND REPRESENT A MINIMAL INVESTMENT BY OWNERS, AND HAVE LOW DAMAGE POTENTIAL. FEMA CONSIDERS "SMALL" TO MEAN NOT LARGER THAN A ONE-STORY TWO-CAR GARAGE. EXAMPLES OF SMALL ACCESSORY STRUCTURES INCLUDE, BUT ARE NOT LIMITED TO, DETACHED GARAGES, STORAGE AND TOOL SHEDS, AND SMALL BOATHOUSES.

- STRUCTURE SIZE - THE FOOTPRINT OF A TYPICAL TWO-CAR GARAGE IS ABOUT 600 SQUARE FEET IN AREA. OR LIMITED STORAGE (SMALL, LOW COST SHEDS 200 SQ. FT. OR LESS).
- STORAGE - CONTENTS STORED IN WET FLOODPROOFED STRUCTURES WILL GET WET DURING FLOODING.

"Addition" means any alteration to an existing structure which results in any extension or increase in the structure's floor area or height.

"Alluvial Fan Flooding" means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high velocity flows, active processes of erosion, sediment transport and deposition, and unpredictable flow paths.

"Alteration" means any act or process that changes one or more of the existing features of a structure, including but not limited to, exterior changes or interior modifications of a structure or any of its architectural details or visual characteristics, including paint color, surface texture, and facade materials.

"Apex" means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

"Appeal" means a request for a review of the Floodplain Administrator's interpretation of any provision of these regulations.

"Architect" means a Registered Professional Architect in the State of Arizona.

"Area of Jurisdiction" means the lands within the municipal boundaries of the City of Flagstaff.

"Area of Shallow Flooding" means a designated AO or AH Zone on the Flood Insurance Rate Map, (FIRM) with a one percent or greater annual chance of flooding. The base flood depths range from one to three feet; a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

~~"Area of Special Flood Hazard" means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. This area is designated as Zone A, AO, AH, AE, or A99 on the FIRM and other areas determined by the criteria adopted by the~~

~~Director of the Arizona Department of Water Resources. For the purposes of these regulations, the term "Special Flood Hazard Area" (SFHA) is synonymous in meaning with "area of special flood hazard".~~

"Base Flood" means the flood having a one percent chance of being equaled or exceeded in any given year. For the purposes of these regulations, the term "base flood" is synonymous in meaning with the "100-year flood".

~~"Base Flood Elevation (BFE)" means the elevation shown on the Flood Insurance Rate Map for Zones AH, V and VE that indicate the water surface elevation resulting from a flood that has a 1-percent or greater chance of being equaled or exceeded in any given year.~~

"Base Flood Elevation (BFE)" The computed elevation to which floodwater is anticipated to rise during the base flood.

"Breakaway Wall" means a wall that is not part of the structural support of a building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building supporting foundation system.

"Building" see "Structure".

~~"Chief Executive Officer of the Community (CEO)" means the official of the community who is charged with the authority to implement and administer laws, ordinances, and regulations for that community.~~

"Community" means any state or area or political subdivision thereof, or any Indian tribe or authorized tribal organization, ~~or Alaska Native village~~ or authorized native organization, which has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction.

"Critical Facilities" means structures or facilities that produce, use or store highly volatile, flammable, explosive, toxic, and/or water reactive materials; hospitals; nursing homes and housing likely to contain occupants who may not be sufficiently mobile to avoid death or injury during a flood; police stations; fire stations; vehicle and equipment storage facilities and emergency operations centers that are needed for flood response activities before, during, and after a flood; and public and private utility facilities that are vital to maintaining or restoring normal services to flooded areas before, during, and after a flood.

"Critical Feature" means an integral and readily identifiable part of a flood protection system without which the flood protection provided by the entire system would be compromised.

"Development" means any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating or drilling operations or storage of materials or equipment.

"Discontinued Use" means the relinquishment of a property or the cessation of a use or activity by the owner or tenant, excluding temporary or short term interruptions for the purpose of remodeling, maintaining or otherwise improving or rearranging the facility. A use shall be deemed as discontinued when such use is suspended as evidenced by the cessation of activities or conditions that constitute the principal use of the property.

~~"Elevation Certificate" — means the most current version of the Elevation Certificate form developed by the Federal Emergency Management Agency (FEMA Form 81-31) AN ADMINISTRATIVE TOOL OF THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) THAT IS USED TO PROVIDE ELEVATION INFORMATION NECESSARY TO ENSURE COMPLIANCE WITH COMMUNITY FLOODPLAIN MANAGEMENT ORDINANCE, TO DETERMINE THE PROPER INSURANCE PREMIUM RATE, AND TO SUPPORT A REQUEST FOR A LETTER OF MAP AMENDMENT (LOMA) OR LETTER OF MAP REVISION BASED ON FILL (LOMR-F).~~

"Encroachment" means the advance or infringement of any uses, including but not limited to, ANTHROPOLOGICAL plant growth (INTENTIONAL PLANTINGS), fill, excavation, buildings, permanent structures, fencing, or other development into a floodplain which may impede and/or alter the flow or storage capacity of a floodplain, or cause an increase in the floodway elevation.

"Engineer" means a Professional Engineer registered in the State of Arizona.

Engineering Geologist means a Professional Engineering Geologist registered in the State of Arizona.

"Erosion", OR "EROSION HAZARD", means the process of the gradual wearing away of land masses. This peril is not, per se, covered under the NATIONAL FLOOD INSURANCE PROGRAM (NFIP) (see "flood-related erosion").

~~"Erosion Hazard" means the process of the wearing away of land masses. This peril is not per se covered under the NFIP (see "flood-related erosion").~~

"Exceptional Hardship" means a hardship that would result from failure to grant a variance which is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional.

Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

"FEMA" means the Federal Emergency Management Agency

"Flood or Flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- A. The overflow of inland or tidal waters;
- B. The unusual and rapid accumulation or runoff of surface waters from any source, and/or
- C. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in this definition.

~~"Flood Boundary and Floodway Map (FBFM)" means the official map on which the Federal Emergency Management Agency (FEMA) has delineated both the Special Flood Hazard Areas and the regulatory floodway.~~

"Flood Elevation Determination" means a determination, by the Administrator, of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year.

~~"Flood Elevation Study" means an examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood related erosion hazards.~~

"Flood Fringe" means that area located between the regulatory floodway and the boundary of the 100-year floodplain as shown on the FLOOD INSURANCE STUDY. ~~Flood Boundary and Floodway Map~~

"Flood Insurance Rate Map (FIRM)" means the official map of the community, on which the Federal Insurance Administrator FEMA has delineated both the SPECIAL FLOOD HAZARD AREAS and the risk premium zones applicable to the community.

"Flood Insurance Study (FIS)" means the official report provided by the Federal Emergency Management Agency (FEMA) that includes flood profiles, ~~the Flood Insurance Rate Map~~, the Flood Boundary and Floodway Map, and the water surface elevations of the base flood.

"Flood Protection System" means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes channels, dams, reservoirs, levees, or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

"Floodproofing" means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to improved or unimproved real property, water and sanitary facilities, structures and their contents BY MEANS OTHER THAN ELEVATION.

"Floodproofing Certificate" – means the most current version of the Floodproofing Certificate form developed by the Federal Emergency Management Agency ~~(FEMA Form 81-65)~~.

"Flood-Related Erosion" means the collapse or subsidence of land along the shore of a lake or other body of water as a result of undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding.

"Floodplain or Flood-Prone Area" means any land area susceptible to being inundated by water from any source (see definition of "flood or flooding"). "Floodplain" areas include the "flood fringe" and the "regulatory floodway".

"Floodplain Administrator" is the individual or his/her authorized representative authorized by the

Floodplain Board to administer, implement, and enforce the provisions of these regulations. MOST OFTEN THE STORMWATER SECTION DIRECTOR OR THE STORMWATER PROJECT MANAGER FOR THE FLOODPLAIN MANAGEMENT PROGRAM.

"Floodplain Board" is the City Council of the City of Flagstaff at such times as they are engaged in the administration, implementation, and enforcement of these regulations.

"Floodplain Management" means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing where possible natural resources in the floodplain. Including, but not limited to, emergency preparedness plans, flood control works, floodplain management regulations and open space plans.

"Floodplain Management Regulations" means the zoning ordinances, subdivision regulations, building codes, health regulations, state statutes, special purpose ordinances (such as a floodplain management ordinance, grading ordinance, stormwater management ordinance, and erosion control ordinance) and other relevant applications of police power. The term describes such Federal, state, or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

"Floodplain Use Permit" means a permit issued by the Floodplain Administrator under the provisions of these regulations for development of land located in a floodplain.

"Flood-Related Erosion Area Management" means the operation of an overall program of corrective and preventive measures for reducing flood-related erosion damage, including, but not limited to, emergency preparedness plans, flood-related erosion control works, and floodplain management regulations.

"Floodway" - see "Regulatory Floodway".

"Freeboard" means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

"Functionally Dependent Use" means a use which cannot be performed unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

"Highest Adjacent Grade (HAG)" means the highest natural elevation, prior to fill or excavation, of the ground surface prior to construction next to the proposed walls of a structure.

"Historic Structure" means any structure that is:

- A. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- B. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by

the Secretary to qualify as a registered historic district;

C. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or

D. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

1. By an approved state program as determined by the Secretary of the Interior; or
2. Directly by the Secretary of the Interior in states without approved programs.

"Lateral Addition" An addition to an existing structure that is beside and connected to the existing structure. If one building is connected to another through a covered breezeway or similar connection it is considered to be a separate building, and not an addition, for the purpose of this Ordinance.

"Levee" means a man-made structure; usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

"Levee System" means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

"Lowest Floor" means the lowest floor of the lowest enclosed area (including basement) of a building. An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or storage in an area other than a basement area is not considered a building's lowest floor, provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this CITY Ordinance. The lowest floor elevation is defined as the bottom of the lowest floor joist, horizontal structural member, or duct work.

"Manufactured Home" means a structure, transportable in one (1) or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities.

For the purposes of floodplain management, the term "manufactured home" also includes park trailers, travel trailers and other similar vehicles placed on a site for greater than 180 consecutive days or which are not licensed and ready for highway use. The term "manufactured home" does not include a "recreational vehicle".

"Manufactured Home Park or Subdivision" means a parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for sale or rent.

"Map" means the ~~Flood Hazard Boundary Map (FHBM) or the Flood Insurance Rate Map (FIRM)~~ for the community as issued by FEMA.

"Market Value" shall be determined by the current Coconino County Assessor's Office assessed value or by an independent professional appraiser by estimating the cost to replace the structure in new condition and adjusting that cost figure by the amount of depreciation which has accrued since the structure was constructed. The cost of replacement of the structure shall be based on a square foot cost factor determined by reference to a building cost estimating guide recognized

by the building construction industry. The amount of depreciation shall be determined by taking into account the age and physical deterioration of the structure and functional obsolescence as approved by the Floodplain Administrator, but shall not include economic or other forms of external obsolescence. Use of replacement costs or accrued depreciation factors different from those contained in recognized building cost estimating guides may be considered only if such factors are included in a report prepared by an independent professional appraiser and supported by a written explanation of the differences.

"Mean Sea Level" means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum, (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, to which **BASE FLOOD ELEVATIONS** shown on a community's Flood Insurance Rate Map are referenced.

"Mudslide (i.e., Mudflow)" describes a condition where there is a river, flow or inundation of liquid mud down a hillside usually as a result of a dual condition of loss of brush cover, and the subsequent accumulation of water on the ground preceded by a period of unusually heavy or sustained rain. A mudslide (i.e., mudflow) may occur as a distinct phenomenon while a landslide is in progress, and will be recognized as such by the Administrator only if the mudflow, and not the landslide, is the proximate cause of damage that occurs.

"Mudslide (i.e., Mudflow) Area Management" means the operation of an overall program of corrective and preventive measures for reducing mudslide (i.e., mudflow) damage, including, but not limited to, emergency preparedness plans, mudslide control works, and floodplain management regulations.

"Mudslide (i.e. Mudflow), Prone Area" means an area with land surfaces and slopes of unconsolidated material where the history, geology, and climate indicate a potential for mudflow.

"New Construction" means, for the purposes of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

"New Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed, including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads, and which is completed on or after the effective date of these floodplain regulations.

"Nonconforming Use" means a structure or the use of a structure or premises, which was lawful but not in conformity with these regulations before the adoption or amendment of these floodplain regulations.

"Nonresidential Structure" means any structure or any portion of a structure used exclusively for, or designed as and capable of being used for, without limitation, office, commercial, business, educational, public, industrial, factory, or governmental occupation.

"Obstruction" includes, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile,

abutment, protection, excavation, channelization, bridges, conduit, culvert, building, wire, fence, rock, gravel, fill, dumping, structure, vegetation, or other material in, along, across, or projecting into a watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

"One Hundred-Year Flood" means the flood having a one percent chance of being equaled or exceeded in any given year (see "Base Flood").

"Person" includes an individual or his agent, firm, partnership, association, limited liability company, or corporation, or agent of the aforementioned groups, or this State or its agencies or political subdivisions.

"Program Deficiency" means a defect in a community's floodplain management regulations or administrative procedures that impairs effective implementation of those floodplain management regulations or of the National Flood Insurance Program standards.

"Reconstruction" means the rebuilding of an existing structure which has been partially or completely destroyed by any cause (e.g., fire, wind, flood) without increasing the floor area of the structure.

"Recreational Vehicle" means a vehicle which is:

- A. Built on a single chassis;
- B. 400 square feet or less when measured at the largest horizontal projection;
- C. Designed to be self-propelled or permanently towable by a light duty truck; and
- D. Designed primarily not for use as a permanent dwelling but as a temporary living quarters for recreational, camping, travel, or seasonal use.

"Regulatory Flood Elevation (RFE)" means an elevation one foot above the BASE FLOOD ELEVATION for a watercourse for which the BASE FLOOD ELEVATION has been determined and shall be as determined by the criteria developed by the Director of the Arizona Department of Water Resources for all other watercourses.

"Regulatory Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

"Rehabilitation" means any improvements and repairs which are made to the interior or exterior of an existing structure but which do not result in any increase in the floor area of the structure.

"Remedy a Violation" means to bring the structure or other development into compliance with FEDERAL, State, or local floodplain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of this Ordinance or otherwise deterring future similar violations, or reducing FEDERAL OR STATE financial exposure with regard to the structure or other development.



"Residential Structure" means any structure or any portion of a structure that is used for, or designed as and capable of being used for, the temporary or permanent domicile of persons, including without limitation a dwelling unit, apartment house, boarding house, hotel, motel, nursing home, lodging house, congregate residence, jail, prison, and similarly used structures.

Soils Engineer means a Professional Soils Engineer registered in the State of Arizona.

"Special Flood Hazard Area (SFHA)" means an area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. An area having special flood or flood-related erosion hazards, and shown on an FBFM or **THE** FIRM as Zone A, AO, AE, A99, or AH (see "Area of Special Flood Hazard").

"Start of Construction", includes substantial improvement and other proposed new development, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations, or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

"Stormwater Management Design Manual" means the most recent edition of the City of Flagstaff Stormwater Management Design Manual.

"Structure" means, for floodplain management purposes, that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner. This includes, without limitation, a walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.

"Substantial Damage" means damage of any origin sustained by a structure whereby the cumulative cost of restoring the structure to its before damaged condition would equal or exceed fifty (50) percent of the market value of the structure before the damage occurred.

"Substantial Improvement" means any repair, reconstruction, rehabilitation, addition or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

- A. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions;
- or

B. Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure".

"Surveyor" means a Registered Professional Land Surveyor in the State of Arizona.

"Variance" means a grant of relief from the requirements of this Ordinance which permits construction in a manner that would otherwise be prohibited by these regulations.

"Violation" means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in these regulations is presumed to be in violation until such time as that documentation is provided.

"Water Surface Elevation" means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of riverine areas.

"Watercourse" means a lake, river, creek, stream, wash, arroyo, channel, or other topographic feature on or over which waters flow at least periodically. "Watercourse" includes specifically designated areas in which substantial flood damage may occur.

~~"Watercourse Master Plan" means a hydraulic and hydrologic plan for a watercourse that examines the cumulative impacts of existing development and future encroachment in the floodplain and future development in the watershed on potential flood damages, and establishes technical criteria for subsequent development so as to minimize potential flood damages for all flood events up to and including the one hundred-year flood.~~

"WATERSHED MASTER PLAN" MEANS A HYDRAULIC AND HYDROLOGIC PLAN FOR A WATERCOURSE THAT EXAMINES THE CUMULATIVE IMPACTS OF EXISTING DEVELOPMENT AND FUTURE ENCROACHMENT IN THE FLOODPLAIN AND FUTURE DEVELOPMENT IN THE WATERSHED ON POTENTIAL FLOOD DAMAGES, AND ESTABLISHES TECHNICAL CRITERIA FOR SUBSEQUENT DEVELOPMENT SO AS TO MINIMIZE POTENTIAL FLOOD DAMAGES FOR ALL FLOOD EVENTS UP TO AND INCLUDING THE ONE HUNDRED-YEAR FLOOD.

## **12-01-001-0004 GENERAL PROVISIONS**

### **12-01-001-0004.01 JURISDICTION**

A. These regulations shall apply to all areas within the corporate limits of the City of Flagstaff, Arizona INCLUDING SPECIAL FLOOD HAZARD AREAS AND ADMINISTRATIVE FLOODPLAINS.

B. The provisions of these regulations shall apply to lands outside the corporate limits of the City of Flagstaff upon annexation of such lands.

### **12-01-001-0004.02 BASIS FOR ESTABLISHING SPECIAL FLOOD HAZARD AREAS**

A. The Federal Emergency Management Agency (FEMA) scientific and engineering report entitled "Flood Insurance Study, dated September 3, 2010, Coconino County, Arizona and Incorporated Areas" with accompanying Flood Insurance Rate Maps (FIRM's), and all

subsequent amendments and/or revisions, identifying SPECIAL FLOOD HAZARD AREAS, are hereby adopted by reference and declared to be a part of this Ordinance. The Flood Insurance Study (FIS) and the FIRM panels are on file in the office of the Floodplain Administrator at ~~City Hall, City of Flagstaff, 211 W. Aspen Ave. Flagstaff, AZ 86001~~ 2323 N WALGREENS DR. FLAGSTAFF, AZ 86004 AND ONLINE AT FLAGSTAFFAZ.GOV/4315/FLOOD-INFORMATION. The FIS and attendant mapping is the minimum area of applicability of these regulations and may be supplemented by studies for other areas which allow implementation of this Ordinance and which are recommended to the Floodplain Board by the Floodplain Administrator. The Floodplain Board, within its area of jurisdiction, shall delineate, or may by rule require developers of land to delineate, for areas where development is ongoing or imminent, and thereafter as development becomes imminent, floodplains consistent with the criteria developed by the Federal Emergency Management Agency and the Director of the Arizona Department of Water Resources.

B. The Floodplain Board may adopt additional floodplain studies or reports by reference and declare them to be part of these regulations, provided that any differences in floodplain delineation between such additional studies or reports and the effective Flood Insurance Rate Map(s) shall be resolved by applying those provisions which result in a broader floodplain delineation. A copy of such studies shall be on file in the office of the Floodplain Administrator.

#### **12-01-001-0004.03 COMPLIANCE**

No structure or development shall hereafter be constructed, located, extended, converted, or altered without full compliance with the provisions of these regulations and other applicable codes.

#### **12-01-001-0004.04 ABROGATION AND GREATER RESTRICTIONS:**

These regulations are not intended to repeal, abrogate or impair any existing easements, covenants, or deed restrictions. However, where these regulations and another Ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

#### **12-01-001-0004.05 INTERPRETATION:**

In the interpretation and application of these regulations, all provisions shall be:

- A. Considered as minimum requirements;
- B. Liberally construed in favor of the governing body; and
- C. Deemed neither to limit nor repeal any other powers granted under State Statutes.

#### **12-01-001-0004.06 WARNING AND DISCLAIMER OF LIABILITY:**

The degree of flood protection required by these regulations is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This Ordinance does not imply that land outside the SPECIAL FLOOD HAZARD AREAS or uses permitted within such areas will be free from flooding or flood damages. These regulations shall not create liability on the part of the City of Flagstaff, any officer or employee thereof, the State of Arizona, or the Federal Emergency Management Agency, for any flood damages that

result from reliance on these regulations or any administrative decision lawfully made thereunder.

**12-01-001-0004.07 STATUTORY EXEMPTIONS:**

A. In accordance with A.R.S. Section 48-3609(H), unless otherwise expressly provided, this and any regulation adopted pursuant to said statute do not affect:

1. Existing legal uses of property or the right to continuation of such legal use. However, if a nonconforming use of land or a building or structure is discontinued for twelve (12) months or destroyed to the extent of fifty (50) percent of its market value, as determined by an independent professional appraiser, any further use shall comply with ~~these regulations~~ THIS ORDINANCE.

2. Reasonable repair or alteration of property for the purposes for which the property was legally used on August 3, 1984, or on the date any regulations affecting such property takes effect, except that any alteration, addition or repair to a nonconforming building or structure which would result in increasing its flood damage potential by fifty (50) percent or more shall be either flood-proofed or elevated to or above the REGULATORY FLOOD ELEVATION.

3. Reasonable repair of structures constructed with the written authorization required by A.R.S. Section 48-3613.

4. Facilities constructed or installed pursuant to a CERTIFICATE of environmental compatibility issued pursuant to Title 40, Chapter 2, Article 6.2, Arizona revised Statutes (A.R.S. Section 40-360, et seq.). ~~B. BEFORE THE FOLLOWING TYPES OF CONSTRUCTION AUTHORIZED BY A.R.S. § 48-3613(B) BEGIN, THE RESPONSIBLE PERSON MUST SUBMIT PLANS FOR THE CONSTRUCTION TO THE FLOODPLAIN BOARD (THE "BOARD") FOR REVIEW AND COMMENT PURSUANT TO A.R.S. § 48-3613(C). In accordance with A.R.S. Section 48-3613, written authorization shall not be required, nor shall the Floodplain Board (the "Board") prohibit:~~

5. The construction of bridges, culverts, dikes, and other structures necessary for the construction of public highways, roads, and streets intersecting or crossing a watercourse.

6. The construction of storage dams for watering livestock or wildlife and structures on banks of a watercourse to prevent erosion of or damage to adjoining land if the structure will not divert, retard or obstruct the natural channel of the watercourse, or dams for the conservation of floodwaters as permitted by A.R.S. Title 45, Chapter 6.

7. Construction of tailing dams and waste disposal areas for use in connection with mining and metallurgical operations. This paragraph does not exempt those sand and gravel operations which will divert, retard, or obstruct the flow of waters in any watercourse from complying with and acquiring authorization from the Board pursuant to regulations adopted by the Board under said statute.

8. Other construction if it is determined by the Board that written authorization is unnecessary.

9. Any flood control district, county, city, town, or other political subdivision from exercising powers granted to it under A.R.S. Title 48, Chapter 21, Article 1 said statute.

10. The construction of streams, waterways, lakes, and other auxiliary facilities in conjunction with development of public parks and recreation facilities by a public agency or political subdivision.

11. The construction and erection of poles, towers, foundations, support structures, guy wires, and other facilities related to power transmission as constructed by any utility whether a public service corporation or a political subdivision.

~~C. — Before any construction authorized by Subsection B of this Section may begin, the responsible person must submit plans for the construction to the Board for review and comment. These exemptions do not preclude any person from liability if that person's actions increase flood hazards to any other person's property.~~

C. IN ACCORDANCE WITH A.R.S. § 48-3613(D), IN ADDITION TO OTHER PENALTIES OR REMEDIES OTHERWISE PROVIDED BY LAW, THIS STATE, A POLITICAL SUBDIVISION OR A PERSON WHO MAY BE DAMAGED OR HAS BEEN DAMAGED AS A RESULT OF THE UNAUTHORIZED DIVERSION, RETARDATION, OR OBSTRUCTION OF A WATERCOURSE HAS THE RIGHT TO COMMENCE, MAINTAIN, AND PROSECUTE ANY APPROPRIATE ACTION OR PURSUE ANY REMEDY TO ENJOIN, ABATE, OR OTHERWISE PREVENT ANY PERSON FROM VIOLATING OR CONTINUING TO VIOLATE THIS SECTION OR REGULATIONS ADOPTED PURSUANT TO A.R.S. TITLE 48, CHAPTER 21, ARTICLE 1. IF A PERSON IS FOUND TO BE IN VIOLATION OF THIS SECTION, THE COURT SHALL REQUIRE THE VIOLATOR TO EITHER COMPLY WITH THIS SECTION IF AUTHORIZED BY THE FLOODPLAIN BOARD OR REMOVE THE OBSTRUCTION AND RESTORE THE WATERCOURSE TO ITS ORIGINAL STATE. THE COURT MAY ALSO AWARD SUCH MONETARY DAMAGES AS ARE APPROPRIATE TO THE INJURED PARTIES RESULTING FROM THE VIOLATION INCLUDING REASONABLE COSTS AND ATTORNEY FEES.

~~D. — In addition to other penalties or remedies otherwise provided by law, this State, a political subdivision thereof, or a person who may be damaged or has been damaged as a result of the unauthorized diversion, retardation, or obstruction of a watercourse has the right to commence, maintain, and prosecute any appropriate action or pursue any remedy to enjoin, abate, or otherwise prevent any person from violating or continuing to violate this section or regulations adopted pursuant to A.R.S. Section 48-3610. If a person is found to be in violation of this section, the court shall require the violator to either comply with this section if authorized by the Board or remove the obstruction and restore the watercourse to its original state. The court may also award such monetary damages as are appropriate to the injured parties resulting from the violation including reasonable costs and attorney fees.~~

#### **12-01-001-0004.08 NONCONFORMING USES:**

A structure or the use of a structure or premises which existed and was lawful, but not in conformity, before the adoption or amendment of these regulations, may be continued subject to the following conditions:

A. No existing structure in the floodway shall be expanded, but may be modified, altered or repaired to incorporate elevation or flood proofing measures, provided such measures comply with the substantial improvement requirements of this ordinance and do not raise the level of the base flood or floodway.

B. If a nonconforming use of land or a building or structure is discontinued for twelve (12) months or destroyed to the extent of fifty percent of its market value, as determined by a

competent professional appraiser, any further use shall comply with these regulations. Intent to resume active operations shall not affect the foregoing.

C. If any nonconforming building in the floodplain is substantially damaged, it shall not be reconstructed except in conformance with the provisions of these regulations.

D. Additions to nonconforming structures shall be constructed in conformance with the provisions of these regulations.

#### **12-01-001-0004.09 DECLARATION OF PUBLIC NUISANCE:**

~~Every new structure, building, fill, excavation, or development~~ **ALL DEVELOPMENT** located or maintained within any Special Flood Hazard Areas after August 8, 1973, in violation of these regulations, is a public nuisance per se and may be abated, prevented, or restrained by action of the City of Flagstaff.

#### **12-01-001-0004.10 VIOLATIONS AND ABATEMENT**

A. No structure or land within the Special Flood Hazard Area shall be constructed, located, extended, converted or altered without full compliance with the requirements of this Ordinance and other applicable regulations.

B. Upon discovery of a violation of the provisions of these regulations, the Floodplain Administrator shall issue a written Notice of Violation to the person or property owner responsible for such violation. The Notice of Violation shall specify the nature of the violation and order abatement of the violation.

C. If the Floodplain Administrator determines that a violation of this ordinance does not result in a life-safety issue, or does not create an immediate threat to surrounding properties, then the responsible party shall have 30 days following a Notice of Violation in order to remedy the violation, or develop a remediation plan acceptable to the Floodplain Administrator, before any penalties are assessed pursuant to Section 12-01-001-0004.11.

D. It is unlawful for a person to engage in any development or to divert, retard or obstruct the flow of waters in a watercourse if it creates a hazard to life or property without securing the written authorization required by Arizona Revised Statute (ARS) section 48-3613. Where the watercourse is a delineated floodplain it is unlawful to engage in any development affecting the flow of waters without securing written authorization required by section ARS 48- 3613.

E. Stormwater that is generated and concentrated as a result of single, residential lot development is not considered a watercourse and not regulated under this ordinance.

F. The Floodplain Administrator shall reserve the right to submit to the Administrator of the Federal Emergency Management Agency (FEMA) a declaration for denial of insurance, stating that a property is in violation of a specified federal, state or local law, regulation, or ordinance, pursuant to 44 CFR Ch. 1, Part 73 – Implementation of Section 1316 of the National Flood Insurance Act of 1968.

G. Nothing contained herein shall prevent the City of Flagstaff from taking such lawful action as is necessary to prevent or remedy any violation.

## **12-01-001-0004.11 PENALTIES**

Violations of the provisions of these regulations by failure to comply with any of their requirements, including violations of conditions and safeguards established in connection with conditions, shall constitute a misdemeanor. Any person who violates the provisions of these regulations or fails to comply with any of their requirements shall, upon conviction thereof, be guilty of a Class 2 misdemeanor and subject to the associated fines and penalties established by the Arizona Revised Statutes, §§ 48-3615 and 13-802B. In addition, such person shall pay all costs and expenses involved in the case. A separate offense shall be deemed committed for each day such violation continues.

## **12-01-001-0005 ADMINISTRATION**

### **12-01-001-0005.1 FLOODPLAIN BOARD**

The City Council of Flagstaff, Arizona is hereby established as the Floodplain Board (the "Board").

#### **A. Powers of the Board:**

1. To delineate or by rule require developers of land to delineate, for areas where development is ongoing or imminent, and thereafter as development becomes imminent, floodplains consistent with criteria developed by the Federal Emergency Management Agency and the Director of Water Resources.
2. To adopt, amend, repeal, enforce, and otherwise administer floodplain management resolutions, rules, regulations, and orders pertaining to the delineated floodplains within the City of Flagstaff including comprehensive floodplain management and watercourse master plans, pursuant to the regulations of the City of Flagstaff setting forth requirements for the enactment and amendment of ordinances and resolutions.
3. To enter into cooperative agreements authorized by A.R.S. Section 48-3624.
4. To publicly hear and decide appeals and/or variance requests from the review, order, requirement, decision, or determination of the Floodplain Administrator.

### **12-01-001-0005.2 FLOODPLAIN ADMINISTRATOR**

The Stormwater Manager is hereby appointed as Floodplain Administrator. The Floodplain Administrator may delegate to others the duties and authority necessary to carry out the duties outlined in this Section. The Floodplain Administrator shall administer and implement these regulations by granting or denying Floodplain Use Permit applications in accordance with the provisions herein. The Floodplain Administrator shall have the authority to establish methods and standards for constructing the flood protection measures required by this Ordinance when the details of such methods and standards have not been specified by the Ordinance. The various Technical Bulletins published by FEMA are considered to be acceptable methods and standards, provided they are not less restrictive than requirements already established by other City standards and regulations.

#### **A. Duties of the Floodplain Administrator shall include, but not be limited to the following:**

1. Administer and enforce the provisions of these regulations.

2. Require Floodplain Use Permits for all proposed construction and other developments including the placement of manufactured homes and fill within SPECIAL FLOOD HAZARD AREAS as identified ON the FIRM.
3. Review all Floodplain Use Permits applications to determine that:
  - a. The permit requirements of these regulations have been satisfied;
  - b. All other required State and Federal permits pertaining to construction in floodplains and watercourses have been obtained;
  - c. The site is reasonably safe from flooding; and
  - d. The proposed development does not adversely affect the carrying capacity of SPECIAL FLOOD HAZARD AREAS, WHERE THE BASE FLOOD ELEVATION HAS BEEN DETERMINED. For purposes of these regulations, "adversely affect" means that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will NOT increase the water surface elevation of the base flood at any point.
4. Establish the criteria and policy by which consistent technical evaluations of the floodplain are made.
5. Formulate overall comprehensive floodplain management and watercourse master plans.
6. When Base Flood Elevation data has not been provided in accordance with Section 12-01-001-0004.02, the Floodplain Administrator shall obtain, review, and reasonably utilize any BASE FLOOD ELEVATION data available from a Federal, State, or other source, including data developed pursuant to paragraph 12-01-001- 0006.04, as criteria for requiring that new construction, substantial improvements, or other development in Zone A on the FIRM meet the provisions of these regulations. Any such information shall be consistent with the requirements of the Federal Emergency Management Agency and the Director of Arizona Department of Water Resources.
7. Delineate or by rule require developers of land located in Zones "A", or along watercourses that constitute a flood hazard as determined by the criteria established by the Arizona Department of Water Resources (ADWR) in State Standard 2-96 that do not have BASE FLOOD ELEVATION or floodway data, to delineate for areas where development is ongoing or imminent, floodplains and floodways consistent with criteria developed by the Federal Emergency Management Agency and the Director of the Arizona Department of Water Resources.
8. In those areas along a watercourse where the channel width, topography, and/or channel gradient clearly vary from the cross-section and profile data in the FIS, FIRM, and/or FBFM, the Floodplain Administrator may require a floodplain delineation re-study to ensure that the Base Flood Elevation data and horizontal location of the floodway and flood fringe are correctly shown on any property prior to development.
9. Obtain and maintain for public inspection and make available as needed for Flood Insurance Policies or affecting Increased Cost of Construction Coverage:



- a. The certified REGULATORY FLOOD ELEVATION required for residential structures in Section 12-01-001- 0006.1.A.3.c;
- b. The certification required for manufactured homes in Section 12-01-001-0006.5.A.1;
- c. The floodproofing certification required for floodproofed non-residential structures in Section 12-01- 001-0006.1.A.3.d.3;
- d. The certified elevation required for subdivisions in Section 12-01-001-0006.4.E;
- e. The flood vent certification required in Section 12-01-001-0006.A.3.f;
- f. Permit records for repair of flood-related damage to structures on a cumulative basis Improvements, modifications, and additions to existing buildings are counted cumulatively for the 10 years prior to the date of application for construction.
- g. The Floodplain Administrator shall require that the above certifications are provided using the most current version of the FEMA elevation certificate and Floodproofing certificate forms.
- h. Obtain and maintain improvement AND DAMAGE calculations.
- ~~i. Maintain a record of all variance actions, including justification for their issuance, and report such variances issued in the biennial report submitted to the Federal Emergency Management Agency.~~
- ~~j. Complete and submit a Biennial Report to the Federal Emergency Management Agency.~~

10. Whenever a watercourse is to be altered or relocated:

- a. Notify adjacent communities and the Arizona Department of Water Resources prior to such alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency (FEMA) through appropriate notification means;
- b. Require that the flood carrying capacity of the altered or relocated portion of said watercourse is maintained.
- c. Base FLOOD ELEVATION and rate of flow due to physical alterations:
  - (1) Base FLOOD ELEVATIONS may increase or decrease resulting from physical changes affecting flooding conditions. As soon as practicable, but not later than six months after the date such information becomes available, the Floodplain Administrator shall notify the Federal Emergency Management Agency (FEMA) of the changes by submitting technical or scientific data in accordance with Volume 44 Code of Federal Regulations section 65.3. Such a submission is necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements will be based upon current data.

(2) Within one hundred twenty (120) days after completion of construction of any flood control protective works which changes the rate of flow during the flood or the configuration of the floodplain upstream or downstream from or adjacent to the project, the person or agency responsible for installation of the project shall provide to the governing bodies of all jurisdictions affected by the project a new delineation of all floodplains affected by the project. The new delineation shall be done according to the criteria adopted by the Director of the Arizona Department of Water Resources, CITY OF FLAGSTAFF, AND FEMA.

~~11. Within one hundred twenty (120) days after completion of construction of any flood control protective works which changes the rate of flow during the base flood or the configuration of the floodplain upstream or downstream from or adjacent to the project, the person, or agency responsible for installation of the project shall provide to the governing bodies of all jurisdictions affected by the project a new delineation of all floodplains affected by the project. The new delineations shall be done according to the criteria adopted by the Federal Emergency Management Agency (FEMA), the Director of the Arizona Department of Water Resources and the City of Flagstaff.~~

11. Advise the Flood Control District of Coconino County (the "District") and any adjacent jurisdiction having responsibility for floodplain management in writing and provide a copy of any development plan of all applications for Floodplain Use Permits or variances to develop land in a floodplain or floodway within one mile of the boundary between the City's area of jurisdiction and the area of jurisdiction of the District. Also, advise the District and any jurisdiction having responsibility for floodplain management in writing and provide a copy of any development plan of any major development proposed within a floodplain or floodway which could affect floodplains, floodways or watercourses outside the City's area of jurisdiction.

12. Make interpretations where needed as to the exact location of the boundaries of the SPECIAL FLOOD HAZARD AREAS (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Section 12-01-001-0007.1.

13. Take actions on violations of these regulations as required in Section 12-01-001-0004.10 herein.

14. Notify the Administrator and Director of the Arizona Department of Water Resources of acquisition by means of annexation, incorporation, or otherwise, of additional areas of jurisdiction.

B. Substantial Improvement and Substantial Damage Procedures.

Develop detailed procedures REFERENCING LAST FEMA SI/SD PUBLICATION for identifying and administering requirements for substantial improvement and substantial damage, to include defining "Market Value." Assure procedures are coordinated with other departments and divisions and implemented by city staff.

**12-01-001-0005.3 ESTABLISHMENT OF FLOODPLAIN USE PERMIT:**

A. Except as provided in ARS section 48-3625, a person shall not engage in any development which will divert, retard or obstruct the flow of waters in any watercourse without securing written authorization from the Floodplain Administrator. Where the watercourse is a delineated floodplain no development shall take place in the floodplain without written authorization from the FLOODPLAIN ADMINISTRATOR.

B. Floodplain Use Permit, issued by the Floodplain Administrator, shall be obtained prior to any construction or substantial improvement of any building, structure or portion thereof; including placement of manufactured homes; prior to the use or change of use of land, building or structure; prior to the change or extension of a non-conforming use; and prior to the placement of fill in the flood fringe. Application for a Floodplain Use Permit shall be made on forms furnished by the Floodplain Administrator.

C. The following information, at a minimum, is required for a Floodplain Use Permit application:

1. Plans in duplicate drawn to an engineering scale showing the nature, location, dimensions, and elevation of the area in question; existing and proposed structures, fill, storage of materials; and existing and proposed drainage facilities.
2. Proposed elevation in relation to mean sea level, of the lowest floor (including basement) of all structures. In Zone AO elevation of existing highest adjacent natural grade and proposed elevation of lowest floor of all structures.
3. Proposed elevation in relation to mean sea level to which any nonresidential structure will be flood proofed.
4. Certification by a REGISTERED PROFESSIONAL engineer or architect that the flood proofing methods for any nonresidential structure meet the flood proofing criteria in Section 12-01-001-0006.1.A.3.d.3.
5. Base FLOOD ELEVATION data for subdivision proposals or other development GREATER THAN 50 LOTS OR 5 ACRES, WHICHEVER IS THE LESSER.
6. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.
7. The signatures of all property owners for all property subject to the development request on the permit.
8. Surface (i.e., plan) view, drawn to an engineering scale, showing all elevation and contours; fill and storage elevations; sizes, locations and spatial arrangement of all proposed, anticipated, and existing structures on the site; location and elevations of streets, water supply and sanitary facilities.
9. Specifications for building construction and materials, filling, dredging, grading, channel improvements and changes, storage of materials, water supply and sanitary facilities.

D. The Floodplain Administrator may require the applicant to furnish additional information, data, and details as deemed necessary, by the Floodplain Administrator, to evaluate the effects of the proposed construction upon the floodplain, including without limitation:

1. A detailed floodplain analysis, performed by a registered professional engineer, of the flood profile, Base Flood Elevations, floodway, and velocities, using methodologies acceptable to the City of Flagstaff Floodplain Administrator, Director of the Arizona Department of Water Resources, and the Federal Emergency Management Agency (FEMA), including existing and anticipated uses.
2. Cross section showing the floodplain surrounding the watercourse, cross sections of the area to be occupied by the proposed development, and Base Flood Elevations.
3. A profile showing the slope of the flow line of the channel or thalweg of the watercourse.
4. A structural analysis by a registered professional engineer showing that any proposed structure(s) will be adequately designed and constructed to prevent flotation, collapse, or lateral movement of the structure(s) resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, scour and other erosion hazards.
5. Provide any other information needed to ensure that the proposed construction complies with this ordinance.

E. The Floodplain Administrator shall consider the following potential impacts upon review of all Floodplain Use Permit applications:

1. The effects upon lands upstream, downstream and in the immediate vicinity of the proposed development.
2. The effects upon the flood profile and channel stability.
3. The effects upon any tributaries to the main watercourse, drainage channels and any other drainage facilities or systems.
4. Whether the proposed use of a structure is intended for human occupancy.
5. The potential danger to persons upstream, downstream and in the immediate vicinity of the proposed development.
6. Whether any proposed changes in the watercourse will have an adverse environmental impact on the watercourse, including without limitation, erosion of streambanks and stream side trees, vegetation, and wildlife.
7. Whether any proposed water supply, sanitary sewer systems and other utility systems can prevent disease, contamination and unsanitary or hazardous conditions during a flood.
8. The relationship of the proposed development to elements of any applicable City of Flagstaff master plan or other floodplain management program.
9. Whether safe access is available to the proposed development in times of flood for ordinary and emergency vehicles.
10. Whether the cumulative effect of the proposed development, with other existing and anticipated uses, will increase flood heights.

11. Whether expected flood heights, velocities, duration, rate of rise, channel stability and sediment transport of the floodwaters expected at the site will adversely effect the development or the surrounding property.

F. Upon review of a Floodplain Use Permit application and consideration of the provisions of these regulations, the Floodplain Administrator may attach conditions to the approval of the Floodplain Use Permit as he/she deems necessary. Such conditions may include, but are not limited to:

1. Modification of waste disposal and water supply facilities.
2. Limitations on periods of use and operation.
3. Impositions of operational controls, sureties, and deed restrictions.
4. Requirements for construction of channel modifications, dikes, levees, and other protective measures.
5. Floodproofing measures as described in Section 12-01-001-0006.1.A.3.

G. The Floodplain Administrator shall act on an application for a Floodplain Use Permit within thirty (30) days from receipt of the complete application. If the Floodplain Administrator determines that the proposed use is located within the regulatory floodway and is prohibited under Section 12-01-001-0006.7, the Floodplain Administrator shall deny the application.

H. An applicant for a Floodplain Use Permit shall pay the floodplain use permit fee in Section 12-02-002-0003. If the Floodplain Administrator, pursuant to Section 12-01-001-0005.3.D.1, requires the applicant to furnish a floodplain study, the applicant shall also pay any applicable review fee established in Section 12-02-002-0003.

I. Every person who has obtained a Floodplain Use Permit shall conduct all construction authorized by said permit in accordance with the approved application, design, and permit conditions.

J. Prior to issuance of a Floodplain Use Permit, the applicant must submit evidence to the Floodplain Administrator that necessary State and Federal permits have been obtained.

K. The Floodplain Administrator may require deed restrictions or performance bonds, assurances or other security to ensure the performance of the conditions and restrictions imposed on the Floodplain Use Permit.

## **12-01-001-0006 PROVISIONS FOR FLOOD HAZARD REDUCTION**

### **12-01-001-0006.1 DEVELOPMENT STANDARDS IN FLOOD FRINGE AREAS**

A. In all ~~areas~~ of special flood hazard AREAS the following development standards are required:

1. Anchoring:

- a. All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy; and.
- b. All manufactured homes shall meet the anchoring standards of 12-01-001-0006.5.A.2.

2. Construction Materials and Methods:

- a. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
- b. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.
- c. All new construction, substantial improvements, and other proposed new development shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located AT OR ABOVE THE REGULATORY FLOOD ELEVATION so as to prevent water from entering or accumulating within their components during conditions of flooding.
- d. All new construction, substantial improvements, and other development within Zones AH or AO shall be constructed so that adequate drainage paths around the structure(s) on slopes guide flood waters around and away from proposed or existing structures.
- e. All new construction, substantial improvements or other development shall be designed and constructed in accordance with the current City of Flagstaff Design and Construction Standards and Specifications and the City of Flagstaff Stormwater Management Design Manual.

3. Elevation and Floodproofing Requirements:

- a. All new and substantially improved or substantially damaged residential structures within Zones AE and AH of SPECIAL FLOOD HAZARD AREAS shall have the lowest floor (including basement) AND ATTACHED MACHINERY AND EQUIPMENT elevated at or above the REGULATORY FLOOD ELEVATION. Floodproofing of new residential structures is prohibited. Nonresidential structures may meet the standards in Section 12-01-001-0006.1.A.3.d and e. The lowest floor elevation is defined as the bottom of the lowest floor joist, horizontal structural member, or duct work.
- b. All new and substantially improved residential structures in Zone AO shall have the lowest floor (including basement) and attached machinery and equipment be elevated above the highest adjacent grade at least one foot higher than the depth number on the FIRM, or at least two feet if no depth number is specified. Nonresidential structures in AO Zones may meet the standards in Section 12-01-001-0006.1.A.3.d and e. Upon completion of the structure, a registered professional engineer or surveyor shall certify to the Floodplain Administrator that the elevation of the structure meets this standard.
- c. All new or substantially improved residential structures shall have the lowest floor elevation certified by a REGISTERED PROFESSIONAL engineer or surveyor or architect

and provide an elevation certificate to the Floodplain Administrator. IN ZONES AE AND AH, THE BASE FLOOD ELEVATION IS DETERMINED FROM THE FIS AND/OR FIRM.

D. A GARAGE ATTACHED TO A RESIDENTIAL STRUCTURE, CONSTRUCTED WITH THE GARAGE FLOOR SLAB BELOW THE REGULATORY FLOOD ELEVATION, MUST BE DESIGNED TO ALLOW FOR THE AUTOMATIC ENTRY AND EXIT OF FLOOD WATERS AND MUST BE USED SOLELY FOR PARKING, ACCESS AND/OR STORAGE. SEE {THE NUMBERING SYSTEM USED BY THE COMMUNITY}.

E. Nonresidential structures shall either be elevated in conformance with Section 12-01-001- 0006.1.A.3.a. through ce. or together with attendant utility and sanitary facilities:

1. be flood proofed so that below the regulatory flood level the structure is watertight with walls substantially impermeable to the passage of water;
2. have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and
3. be certified by a REGISTERED PROFESSIONAL engineer or architect that the standards of this subsection are satisfied. An elevation certificate shall be provided to the Floodplain Administrator prior to issuance of a building permit.

E. Whenever flood proofing measures are required, a REGISTERED professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and design and methods of construction are in accordance with accepted standards of practice for meeting the applicable provisions of these regulations. The following measures shall be utilized, where appropriate, to ensure that design, specifications, and methods of construction will withstand flood depths, pressures, velocities, impact, and uplift forces and other factors associated with flooding:

- (1) anchoring of structures, or addition of mass or weight to structures to prevent flotation;
- (2) reinforcement of walls and floors to resist rupture or collapse caused by water pressures or floating debris;
- (3) construction of wells, water supply systems and wastewater treatment/disposal systems so as to prevent the entrance of flood waters into such systems;
- (4) subsurface drainage systems to relieve external pressures on foundation walls or basement floors;
- (5) cut-off valves or backflow prevention devices on sewer lines or the elimination of gravity flow basement drains; and
- (6) placement of utilities at or above the REGULATORY FLOOD ELEVATION.

G. For all new construction and substantial improvements, fully enclosed areas below the lowest floor that are useable solely for parking of vehicles, building access, or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry

and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

(1) A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided on opposite sides of each enclosed area, if physically possible. If a structure has more than one enclosed area, each area must have openings on exterior walls to allow floodwater to enter and exit directly.

(2) The bottom of all openings shall be no higher than one foot above the adjacent grade; and

(3) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters. Openings which require human intervention will not meet the requirement for an opening.

FOR ENGINEERED OPENINGS:

ENGINEERED OPENINGS (OR COVERS AND DEVICES) THAT ARE SPECIFICALLY DESIGNED AND CERTIFIED BY A REGISTERED ENGINEER OR ARCHITECT AS MEETING THE REQUIRED PERFORMANCE AND DESIGN REQUIREMENTS.

ENGINEERED OPENINGS (OR COVERS AND DEVICES) FOR WHICH AN EVALUATION REPORT HAS BEEN ISSUED BY THE INTERNATIONAL CODE COUNCIL (ICC) EVALUATION SERVICE, INC. (ICC-ES), A SUBSIDIARY OF THE INTERNATIONAL CODE COUNCIL, INC.

(4) A garage door, which does not have an opening in conformity with the design criteria in Section 12-01-001-0006.1.A.3.f, does not meet the requirement for an opening.

H. Additions to existing structures or buildings shall be constructed such that the lowest floor is in conformity with the standards set forth in Section 12-01-001-0006.1.A.3.

I. Manufactured homes shall meet the standards set forth in Section 12-01-001-0006.1 and also the standards set forth in Section 12-01-001-0006.5.

4. Structural fill shall be allowed within the flood fringe, under a Floodplain Use Permit, to the extent that it is not prohibited under any other regulation and the following standards are met:

a. Fill which is intended to elevate a structure at or above the REGULATORY FLOOD ELEVATION must be designed and compacted to 95 percent of the maximum density obtainable with the Standard Proctor Test method issued by the American Society for Testing and Materials (ASTM Standard D-698) or other equivalent method. The fill must extend a minimum of 15 feet, or as approved by the Floodplain Administrator, beyond the exterior walls of any structure erected thereon before dropping below the BASE FLOOD ELEVATION. Fill must be designed and certified by A REGISTERED PROFESSIONAL



engineer.

b. Fill slopes for granular material can be no steeper than two horizontal to one vertical unless substantiating data, prepared by a REGISTERED PROFESSIONAL soils engineer or engineering geologist, justifying steeper slopes is provided.

c. Adequate protection must be provided for fill slopes exposed to flood waters with velocities of five feet per second or less by covering the slopes with grasses, or other equivalent planting that is able to withstand the design velocities.

d. Adequate protection must be provided for fill slopes exposed to flood waters with velocities greater than five feet per second by armoring the slopes in accordance with the standards in the City of Flagstaff Stormwater Management Design Manual.

e. New structures constructed on structural fill must have the lowest floor elevation in conformance with Section 12-01-001-0006.1.A.3 herein.

5. All temporary and permanent structures shall be anchored to prevent flotation, which could result in damage to other structures, restriction of bridge openings and other sections of the regulatory floodway.

6. Attendant utility and sanitary facilities for new construction and substantial improvements shall be elevated and/or flood proofed to the Regulatory Flood Elevation.

7. Garages and low cost accessory structures

a. Attached garages.

(1) A garage attached to a residential structure, constructed with the garage floor slab below the REGULATORY FLOOD ELEVATION, must be designed to allow for the automatic entry of flood waters. See Section 12-01-001-0006.1.A.3.f. Areas of the garage below the REGULATORY FLOOD ELEVATION must be constructed with flood resistant materials. See Section 12-01-001-0006.1.A.2.

(2) A garage attached to a nonresidential structure must meet the above requirements or be dry floodproofed.

b. Detached garages and accessory structures.

~~(1) "Accessory structure" used solely for parking (2 car detached garages or smaller) or limited storage (small, low-cost sheds 200 sq ft or less), may be constructed such that its floor is below the Regulatory Flood Elevation, provided the structure is designed and constructed in accordance with the following requirements:~~

(1) FEMA PUBLICATION P-2140: FLOODPLAIN MANAGEMENT REQUIREMENTS FOR AGRICULTURAL STRUCTURES AND ACCESSORY STRUCTURES, DEFINES AN ACCESSORY STRUCTURE AS: FOR FLOODPLAIN MANAGEMENT PURPOSES, ACCESSORY STRUCTURES ARE STRUCTURES THAT ARE ON THE SAME PARCEL OF PROPERTY AS A PRINCIPAL STRUCTURE, THE USE OF WHICH IS INCIDENTAL TO THE USE OF THE PRINCIPAL STRUCTURE. ACCESSORY STRUCTURES MUST BE USED FOR PARKING OR STORAGE, BE

SMALL AND REPRESENT A MINIMAL INVESTMENT BY OWNERS, AND HAVE LOW DAMAGE POTENTIAL. FEMA CONSIDERS "SMALL" TO MEAN NOT LARGER THAN A ONE-STORY TWO-CAR GARAGE. EXAMPLES OF SMALL ACCESSORY STRUCTURES INCLUDE, BUT ARE NOT LIMITED TO, DETACHED GARAGES, STORAGE AND TOOL SHEDS, AND SMALL BOATHOUSES.

(2) STRUCTURE SIZE - THE FOOTPRINT OF A TYPICAL TWO-CAR GARAGE IS ABOUT 600 SQUARE FEET IN AREA. OR LIMITED STORAGE (SMALL, LOW COST SHEDS 200 SQ. FT. OR LESS).

(3) STORAGE - CONTENTS STORED IN WET FLOODPROOFED STRUCTURES WILL GET WET DURING FLOODING.

- (a) Use of the accessory structure must be limited to parking or limited storage;
- (b) The portions of the accessory structure located below the REGULATORY FLOOD ELEVATION must be built using flood-resistant materials;
- (c) The accessory structure must be adequately anchored to prevent flotation, collapse and lateral movement;
- (d) Any mechanical and utility equipment in the accessory structure must be elevated or floodproofed to or above the REGULATORY FLOOD ELEVATION;
- (e) The accessory structure must comply with floodplain encroachment provisions in Section 12-01-001-0006.7; and
- (f) The accessory structure must be designed to allow for the automatic entry of flood waters in accordance with Section 12-01-001-0006.1.A.3.f.1.

c. Detached garages and accessory structures not meeting the above standards must be constructed in accordance with all applicable standards in Section 12-01-001-0006.

UPON COMPLETION OF THE STRUCTURE, CERTIFICATION BY A REGISTERED PROFESSIONAL ENGINEER OR SURVEYOR THAT THE REQUIREMENTS OF THIS SECTION HAVE BEEN SATISFIED SHALL BE PROVIDED TO THE FLOODPLAIN ADMINISTRATOR FOR VERIFICATION.

#### **12-01-001-0006.2 STANDARDS FOR STORAGE OF MATERIALS AND EQUIPMENT:**

A. The storage or processing of materials that are, in time of flooding, buoyant, flammable, explosive, toxic, or could be injurious to human, animal, or plant life is prohibited IN SPECIAL FLOOD HAZARD AREAS.

B. Storage of other material or equipment may be allowed if not subject to major damage by floods, and if firmly anchored to prevent flotation, or if readily removable from the area within the time available after flood warning.

#### **12-01-001-0006.3 STANDARDS FOR UTILITIES:**

- A. All new or replacement water supply and sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from systems into flood waters.
- B. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.
- C. Waste disposal systems shall not be installed wholly or partially in a regulatory floodway.
- D. All areas within the Floodplain that are disturbed as a result of the construction or maintenance of underground utilities must be restored to pre-construction conditions including, but not limited to, re-seeding, re-vegetating and restoring the same grade.

#### **12-01-001-0006.4 STANDARDS FOR SUBDIVISIONS:**

- A. All preliminary subdivision proposals and other proposed development (including proposals for manufactured home parks and subdivisions), GREATER THAN 50 LOTS OR 5 ACRES, shall identify the Special Flood Hazard Areas and the Base Flood Elevation.
- B. A preliminary drainage report is required for all preliminary plat submittals in accordance with the City of Flagstaff Stormwater Management Design Manual. A final drainage report which technically demonstrates compliance with these regulations and the Stormwater Management Design Manual is required to be submitted and accepted prior to approval of subdivision construction plans and recording of the final plat.
- C. All subdivision proposals or other developments must provide BASE FLOOD ELEVATION data.
- D. All final subdivision plats within SPECIAL FLOOD HAZARD AREAS shall show the limits of the base flood, BASE FLOOD ELEVATIONS, and floodway. All final subdivision plans shall provide the minimum lowest floor elevation(s) of proposed structure(s) and pads.
- E. In SPECIAL FLOOD HAZARD AREAS, all final subdivision construction plans shall provide the minimum lowest floor elevations of proposed structures and elevations of the engineered pads. If the site is filled above the base flood, the lowest floor and pad elevations shall be certified by A REGISTERED PROFESSIONAL engineer or surveyor and provided to the Floodplain Administrator. The subdivider must complete a revision of the Flood Insurance Rate Map for any areas filled above the BASE FLOOD ELEVATION.
- F. All subdivision proposals and other proposed development shall be consistent with the need to minimize flood damage.
- G. All subdivision proposals and other proposed development shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.
- H. All subdivision proposals and other proposed development shall provide adequate drainage to reduce exposure to flood hazards.
- I. All subdivisions shall provide stormwater facilities in accordance with the City of Flagstaff

**12-01-001-0006.5 STANDARDS FOR MANUFACTURED HOMES, MANUFACTURED HOME PARKS AND SUBDIVISIONS, AND RECREATIONAL VEHICLES:**

A. All new and replacement manufactured homes, additions to manufactured homes, and recreational vehicles which are left on site for more than 180 days or are not licensed and ready for highway use shall:

1. Be elevated so that the bottom of the structural frame or the lowest point of any attached appliances, whichever is lower, is at or above the REGULATORY FLOOD ELEVATION.
2. Be securely anchored to an adequately anchored foundation system to resist flotation, collapse, or lateral movement capable of resisting forces of at least four thousand eight hundred (4,800) pounds. This requirement is in addition to applicable State and local anchoring requirements to withstand wind forces. One of the following methods shall be used:
  - a. by providing over-the-top to ground anchors at each of the four corners of the manufactured home. Manufactured homes fifty (50) feet or more in length must have two (2) additional ties per side at intermediate locations and manufactured homes less than fifty (50) feet in length must have one (1) additional over-the-top tie per side; or by providing frame ties at each of the four corners of the manufactured home. Manufactured homes fifty (50) feet or more in length must have five (5) additional ties per side, and manufactured homes less than fifty (50) feet in length must have four additional frame ties per side. 44 CFR § 60.3(B)(8).
3. The manufactured home chassis must be supported by reinforced piers or other foundation elements of at least equivalent strength that are no more than thirty-six (36) inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
4. Any additions to a manufactured home must be similarly anchored.

UPON COMPLETION OF INSTALLATION OF THE MANUFACTURED HOME, CERTIFICATION BY A REGISTERED PROFESSIONAL ENGINEER OR SURVEYOR THAT THE ELEVATION REQUIREMENTS OF THIS SECTION HAVE BEEN SATISFIED SHALL BE PROVIDED TO THE FLOODPLAIN ADMINISTRATOR FOR VERIFICATION.

B. Minimum Requirements for Manufactured Home Parks and Manufactured Home Subdivisions:

1. Adequate surface drainage and vehicular access for a manufactured home transport vehicle shall be provided.
2. All manufactured homes shall be placed on pads, lots elevated on compacted fill or pilings so that the bottom of the structural frame or the lowest point on any attached appliances, whichever is lower, is at or above the Regulatory Flood Elevation. If elevated on pilings:
  - a. the lots shall be large enough to permit steps;
  - b. the pilings shall be placed in stable soil no more than ten (10) feet apart; and

c. reinforcement shall be provided for pilings more than six (6) feet above the ground level.

C. No manufactured home, recreational vehicle, new manufactured home park, or enlargement of an existing manufactured home park shall be permitted in the regulatory floodway.

D. Recreational vehicles placed on sites within Zones A, AH, AE and AO must meet the following requirements:

1. be on the site for fewer than 180 consecutive days;
2. be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on wheels or a jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or
3. recreational vehicles not meeting the criteria in items 1 and 2 must meet the requirements of Section 12-01-001-0006.5.A.

#### **12-01-001-0006.6 RESERVED FOR FUTURE USE**

#### **12-01-001-0006.7 DEVELOPMENT STANDARDS FOR REGULATORY FLOODWAYS:**

Located within THE SPECIAL FLOOD HAZARD AREAS established in Section 12-01-001-0004.02 are areas designated as regulatory floodways. The following provisions shall apply to regulatory floodways:

A. The following are prohibited in, on, or over the regulatory floodway unless removed by a FEMA map revision: Encroachments, including fill, new construction, additions to existing structures which increase the building footprint, storage of materials or equipment, manufactured homes, recreational vehicles, or other development are prohibited. Substantial improvements are prohibited within the regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed substantial improvement would not result in any increase in flood levels within the community during the occurrence of the base flood. DOCUMENTED BY A NO-RISE CERTIFICATE. All new construction and substantial improvements shall comply with all other applicable flood hazard reduction provisions of Section 12-01-001-0006.

B. Storage of materials that are buoyant, flammable, explosive or injurious to human, animal, plant, fish or other aquatic life is prohibited in, on or over the regulatory floodway.

C. Any solid or hazardous waste disposal facility is prohibited in, on or over the regulatory floodway.

D. Any wastewater treatment facility or pond is prohibited in, on or over the regulatory floodway. New private sewage systems, or additions to existing private sewage systems are prohibited in, on or over the regulatory floodway.

E. Zone A, for which a regulatory floodway has not been delineated, shall be deemed in entirety as regulatory floodway for the purposes of these regulations.

F. Uses having low flood-damage potential and not obstructing flood flows shall be permitted in the regulatory floodway to the extent that they are not prohibited by any other regulation, and

provided they do not require structures, fill or storage of materials and equipment, or anything which will significantly impede or obstruct flood flows. Such uses include:

1. Agricultural uses such as general farming, pasture and forestry but, does not include permanent crops which would constitute an obstruction to flood flows.
2. Functionally dependent uses, industrial/commercial loading areas and parking lots. Overnight parking and unattended vehicles are prohibited in the regulatory floodway.
3. Private and public recreational uses including but not limited to: golf courses, driving ranges, picnic grounds, swimming areas, parks, ball or multi-use fields, shooting preserves, target ranges, trap and skeet ranges, hunting and fishing areas, hiking and horseback trails.
4. Functions that serve the public interest and that will not cause a rise in the floodway elevation. Such uses include but are not limited to: water conservation, power and water quality service facilities and related works; remedial or corrective actions; environmental restoration; flood control facilities and related works; public roadways and bridges; fish and wildlife enhancement activities; emergency action assistance; public health assistance; utility transmission lines, pipelines, and water monitoring devices.

#### **12-01-001-0006.8 MISCELLANEOUS PROVISIONS:**

A. The Floodplain Administrator shall review and approve all development permits before issuance to ensure compliance with the provisions of these regulations.

B. Lateral additions to existing structures must meet all requirements of this Ordinance. If the Lateral Addition constitutes a Substantial Improvement to the existing structure then both the addition and the existing structure must meet all requirements of this Ordinance. The exception to this is for lateral additions located in the flood fringe, if the Lateral Addition is connected to the existing structure by only one doorway, not exceeding 36 inches in width, and minimal finishing is done to the common wall.

C. Substantial improvements to existing structures shall be counted on a cumulative basis for the 10 years prior to the date of application for construction. Additions to existing structures shall be included in the determination of a substantial improvement to the original structure. The property owner or permit applicant may have the option of having the structure independently appraised, the cost of which shall be assumed by the property owner or permit applicant, to be used as the market value. A copy of the certified appraisal must be submitted to the Floodplain Administrator.

D. The development of all land within the City of Flagstaff must include provisions for the management of stormwater runoff from the property which is to be developed. This management shall consist of stormwater storage facilities or other mitigation measures for rainfall events up to and including the one-hundred year event, in accordance with the City of Flagstaff Stormwater Management Design Manual.

E. No street shall be used as a major carrier of stormwater from adjacent lands in lieu of natural washes, man-made channel, or storm drains. Streets shall be used for local runoff only. In all cases the flow of water from public streets shall be confined in public rights-of-way or drainage easements.

F. All lots, structures, etc. within a development shall be accessible over terrain which can be traversed by conventional motor vehicles from the boundary of that development during the one-hundred year flood. Boundary shall include any adjacent street(s). At least one access route shall be accessible with a maximum water depth of one foot over the top of the access route or road during the one-hundred year flood.

G. Parking lots are permitted within the floodplain provided that:

1. All vehicles are fully licensed, ready for highway use, and are not unattended. The term "unattended" shall mean that the owner or authorized driver cannot reasonably be expected to be available to remove the vehicle before flooding occurs.
2. Any parking lot subject to flooding shall have a prominent sign posted at each entrance stating "Warning, parking lot subject to flooding".
3. Overnight parking is prohibited in the regulatory floodway and shall be limited to flood fringe areas where the flooding does not exceed one foot of depth during the one-hundred year flood.

H. An erosion hazard and building setback from the top of the channel bank is required for all new development to create a buffer and to provide access to the channel for possible maintenance and improvements work. This buffer shall be designated by the Floodplain Administrator according to the flood-related erosion hazard and erosion rates in relation to the anticipated "useful life" of structures, and depending upon the geologic, hydrologic, topographic, and climatic characteristics of the land. The minimum setback shall be ten (10) feet. The buffer may be used for suitable open space purposes, such as for agriculture, forestry, outdoor recreation, wildlife habitat areas, landscaping and for other activities using temporary and portable structures only.

I. A waiver to the setback requirements may be granted by the Floodplain Administrator if it can be demonstrated that adequate erosion and flow velocity protection can and will be constructed and maintained, and vehicular maintenance access along the top of the channel bank is not required. All plans for erosion and flow velocity protection must be prepared by A REGISTERED PROFESSIONAL engineer and reviewed and approved by the Floodplain Administrator.

J. No new critical facility shall be constructed within the 100 or 500-year floodplain.

K. No person shall change the use of an existing structure from a nonresidential use to a residential use without compliance with the provisions of these regulations.

L. The design and evaluation of all new floodplain and stormwater management facilities shall be in accordance with the policies and design criteria set forth in the City of Flagstaff Stormwater Management Design Manual.

M. Private Drainage Infrastructure that was required to be constructed as a condition of development, such as detention basins, Low Impact Development (LID) facilities, culverts and open channels, shall be maintained by the private property owner, or responsible party(s), to ensure proper function pursuant to the approved design.

N. In order to provide for properly sized drainage infrastructure and to minimize the need for

the upsizing of drainage infrastructure in the future, drainage infrastructure shall be sized according to the best available hydrologic and hydraulic data including, but not limited to Drainage Master Plans, future conditions modeling and other drainage studies as may be approved by the City.

## **12-01-001-0007 VARIANCE PROCEDURE**

### **12-01-001-0007.1 APPEAL AND VARIANCE BOARD**

A. The Floodplain Board (the "Board") of the City of Flagstaff shall hear and decide appeals and requests for variances from the requirements of these regulations.

B. The Board shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of these regulations.

~~C. The Board shall hear and decide variance requests from the provisions of these regulations.~~

~~C. D.~~ Applications for an appeal or variance shall be made on forms and in accordance with procedures furnished by the Floodplain Administrator. Persons requesting an appeal or variance shall pay a fee in the amount of three hundred dollars (\$300.00). Upon receipt of the appeal/variance request, fee, and all required information, the Floodplain Administrator shall schedule the request before the Board within thirty (30) calendar days.

~~D. E.~~ The Board shall conduct hearings on all appeals and variance requests and all hearings shall be open to the public. Notice of the public hearing shall be published in a newspaper of general circulation a minimum of fifteen (15) days prior to the hearing.

~~E. F.~~ The Board shall render a written decision on an appeal or variance within thirty (30) calendar days from the date of the public hearing. When additional information is required by the Board, the Board shall render a decision within thirty (30) calendar days from receipt of such information.

~~F. G.~~ In ~~passing~~ **CONSIDERING** ~~upon~~ such applications, the Board shall consider all technical evaluations, all relevant factors, standards specified in other sections of these regulations, and:

1. The danger that materials may be swept onto other lands to the injury of others;
2. The danger of life and property due to flooding or erosion damage;
3. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
4. The importance of the services provided by the proposed facility to the community;
5. The necessity to the facility of a waterfront location, where applicable;
6. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;



7. The compatibility of the proposed use with existing and anticipated development;
8. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
9. The safety of access to the property in time of flood for ordinary and emergency vehicles;
10. The expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters expected at the site; and,
11. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, water system, and streets and bridges.

**G.H.** The Floodplain Administrator shall maintain a record of all variance actions, including justification for their issuance and report such variances issued in its biennial report submitted to the Federal Emergency Management Agency.

## **12-01-001-0007.2 VARIANCES**

### **A. NATURE OF VARIANCES**

The variance criteria set forth in these regulations are based on the general principle of zoning law that variances pertain to a piece of property and are not personal in nature. A variance may be granted for a parcel of property with physical characteristics so unusual that complying with the requirements of this Ordinance would create an exceptional hardship to the applicant or the surrounding properties. Mere economic or financial hardship alone is not exceptional. The characteristics must be unique to the property and not be shared by adjacent parcels. The unique characteristic must pertain to the land itself, not the structure, its inhabitants, or the property owners.

It is the duty of the Floodplain Board to help protect its citizens from flooding. This need is so compelling and the implications of the cost of insuring a structure built below the **REGULATORY FLOOD ELEVATION** are so serious that variances from the flood elevation or from other requirements in the flood ordinance are quite rare. The long-term goal of preventing and reducing flood loss and damage can only be met if variances are strictly limited. Therefore, the variance guidelines provided in this ordinance are more detailed and contain multiple provisions that must be met before a variance can be properly granted. The criteria are designed to screen out those situations in which alternatives other than a variance are more appropriate.

### **B. CONDITIONS FOR VARIANCES**

1. Variances may be issued for the repair, rehabilitation, or restoration of structures listed in the National Register of Historic Places or the State Inventory of Historic Places, upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
2. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

3. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
4. Variances shall only be issued upon:
  - a. A showing of good and sufficient cause;
  - b. A determination that failure to grant the variance would result in exceptional hardship to the applicant;
  - c. A showing that the use cannot perform its intended purpose unless it is located or carried out in close proximity to water. This includes only facilities defined in Section 12-01-001-0003 of these regulations in the definition of "Functionally Dependent Use"; and
  - d. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of, the public, or conflict with existing local laws or ordinances.
5. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items 12-01-001-0005 and 12-01-001-0006 have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.
6. Upon consideration of the factors of Section 12-01-001-0007.1 and the purposes of these regulations, the Floodplain Board may attach such conditions to the granting of variances as it deems necessary to further the purposes of these regulations.
7. Any applicant to whom a variance is granted shall be given written notice over the signature of Floodplain Administrator that:
  - a. The issuance of a variance to construct a structure below the ~~base~~ **REGULATORY** flood level will result in increased premium rates for flood insurance coverage; and
  - b. Such construction below the base flood level increases risks to life and property.

Such notification shall be maintained with a record of all variance actions as required in Paragraph 12-1-7-1.8. of these regulations. ~~Such notice will also state that the land upon which the variance is granted shall be ineligible for exchange of land pursuant to any flood relocation and land exchange program~~ A copy of the notice shall be recorded by the Board in the Office of the Coconino County Recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

8. If the Floodplain Board has cause to believe, after approval of a variance, that any stipulations or conditions may have been violated, the Floodplain Board may set a hearing for the purpose of determining to revoke the variance for such violation. The Floodplain Board may revoke the variance for finding a violation of the stipulations or conditions or it may grant a limited time in which to correct the violation in order to avoid revocation of the variance.

### **12-01-001-0007.3 APPEALS**

A person may appeal to the Board for a judgment on the interpretation of the provisions of these regulations when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of these regulations.

#### **12-01-001-0009 AMENDMENTS**

The provisions of these regulations may, from time to time, be amended, supplemented, changed or repealed, as provided in the Arizona Revised Statutes. However, no such action may be taken until a public hearing in relation thereto has been held, at which time parties in interest and citizens shall have an opportunity to be heard. At least fifteen (15) days notice of the time and place of such hearing shall be published in a newspaper of general circulation.

A full text of any proposed amendments to these regulations shall be available for inspection by the public at the office of the Floodplain Administrator at least fifteen (15) days prior to the date of the amendment hearing.

#### **12-01-001-0010 SEVERABILITY:**

These regulations and the various parts thereof are hereby declared to be severable. Should any section of these regulations be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of these regulations as a whole, or any portion thereof other than the section so declared to be unconstitutional or invalid.

#### **12-01-001-0011 RESERVED FOR FUTURE USE**

#### **12-01-001-0012 RESERVED FOR FUTURE USE**

**ORDINANCE NO. 2024-20**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 12 FLOODPLAINS, CHAPTER 12-01 FLOOD PLAIN REGULATIONS, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED “2024 REVISIONS TO FLOODPLAIN REGULATIONS”; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE**

**RECITALS:**

WHEREAS, the City of Flagstaff has established policies, codes and regulations related the floodplain; and

WHEREAS, the City of Flagstaff continues to create and improve policies, codes and regulations related to the floodplain; and

WHEREAS, the City of Flagstaff requires residents to comply with said floodplain policies, codes and regulations; and

WHEREAS, the requirements found in Flagstaff’s City Code related to the floodplain are updated when needed; and

WHEREAS, Chapter 12-01 of the Flagstaff City Code which is entitled “Floodplain Regulations” contains language that should be aligned with language of the Federal Emergency Management Agency (FEMA); and

WHEREAS, from time to time, the City Council for the City of Flagstaff can update, add to, or amend the floodplain regulations to provide come into better alignment with state and federal regulations; and

WHEREAS, the City Council has determined that policies, codes and regulations related to the floodplain should be updated to align with the regulations of FEMA for management of the floodplain in the City of Flagstaff.

**ENACTMENTS:**

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

SECTION 1. That certain document known as “2024 Revisions to Floodplain Regulations”, one(1) paper copy and (1) electronic copy of which are on file in the office of the City Clerk of the City of Flagstaff, Arizona, has been declared a public record by Resolution No. 2024-32 of the City of Flagstaff, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance.

SECTION 2. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

**SECTION 3. Severability**

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

**SECTION 4. Clerical Corrections**

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

**SECTION 5. Effective Date**

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 2nd day of July, 2024.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council  
From: Michelle McNulty, Planning Director  
Co-Submitter: Jennifer Mikelson  
Date: 06/12/2024  
Meeting Date: 06/18/2024



---

**TITLE:**

**Consideration and Adoption of Resolution No. 2024-31:** A resolution of the Flagstaff City Council, authorizing an amendment to a development agreement for Woodshire on Butler Condominiums. The Development Agreement is between Woodshire on Butler, LLC, and the City of Flagstaff related to the development of approximately 4.06 acres of real property generally located at 2989 E. Butler Avenue (APN 106-04-007B) and 3001 E. Butler Avenue (APN 106-04-006C). (**Woodshire on Butler Development Agreement**).

**STAFF RECOMMENDED ACTION:**

1. Read Resolution No. 2024-31 by title only
2. City Clerk reads Resolution No. 2024-31 by title only (if approved above)
3. Adopt Resolution No. 2024-31

**Executive Summary:**

State law allows the City to enter into development agreements (DA) by resolution of the City Council and can be amended through through the same process. The developer has proposed an amendment to the DA to increase the area median income (AMI) limit of the eligible buyers from 100% to 125% AMI. Staff agreed to this increase if the current sales price of \$368,0000 is held until the remaining affordable units have sold. Staff also suggested greater flexibility on the maximum housing ratios on future purchase contracts and two one-year extensions to complete the remaining sales.

**Financial Impact:**

No financial impacts are anticipated with this development agreement.

**Policy Impact:**

Council Goals

Economic Development - Grow and strengthen a more equitable and resilient economy.

Affordable Housing - Support development and increase the inventory of public and private affordable housing for renters and home buyers.

Team Flagstaff Goals

Strategic Priority #4 - Work in partnership to enhance a safe and livable community.

Regional Plan

Goal NH.3. Make available a variety of housing types at different price points, to provide housing opportunity for all economic sectors.

**Previous Council Decision or Community Discussion:**

Original Development Agreement (Resolution 2019-18) approved July 2, 2019.

### **Options and Alternatives to Recommended Action:**

1. Approve the Woodshire on Butler Development Agreement as presented.
2. Approve the Woodshire on Butler Development Agreement with additional, modified, or deleted terms.
3. Remand the Woodshire on Butler Development Agreement back to staff for additional negotiations with Woodshire on Butler, LLC.
4. Deny the Woodshire on Butler Development Agreement.

### **Background and History:**

#### **Sale of City Property to Woodshire on Butler LLC**

During site planning for the proposed Woodshire development in the summer of 2018 it was proposed that a .74 acre remnant parcel from the planned Herold Ranch roundabout be sold to the developer to achieve two goals: to increase the number of units in the development from 40 to 50, and to provide secondary access to the development from the roundabout.

The City estimated the property's value to be \$175,000, or \$5.40 per square foot based on comparable sales in the area. The city posted an invitation for bid for the sale of the property in January 2019, with a minimum bid requirement of \$130,000, or \$4.00 per square foot, plus the legal obligation to construct a minimum of five (5) permanently affordable ownership units. Brookfield was the sole bidder and Council accepted the offer in March 2019. The sale of the property from the City to Brookfield closed on October 1, 2019.

#### **Original Development Agreement Details for Affordable Housing**

Council approved the original development agreement (DEV-2019-288-AG2) in July 2019 via Resolution 2019-18. The development agreement identifies the following affordable housing requirements:

- The Developer will provide five (10% of 50 units) permanently affordable housing units to households earning up to 100% AMI.
- Developer must finance the cost of construction for the affordable units
- Affordable units shall be comparable in construction quality and exterior design to the market rate units
- Developer will work to ensure the units are dispersed throughout the project
- Each unit shall be priced a minimum of 20% less than fair market value per square foot of comparable units, with qualified buyers spending no more than 30% of monthly income on mortgage payments.
- Affordable units shall be two bedrooms
- Units shall be constructed and offered for sale within 5 years from the date the property is sold.
- City will provide income qualification of homebuyers and education services for qualified buyers.
- The City will develop a mutually agreeable deed restriction for the affordable units.

#### **Status of the Affordable Units**

The construction process at Woodshire was greatly impacted by the COVID-19 pandemic-era labor challenges, increases to the cost of materials, and delivery delays. The initial affordable sales price was about \$275,000, or 20% less than the market rate pricing of +\$330,000. The affordable sales prices increased by roughly \$100,000 since the initial units were offered for sale in 2020. The current pricing on the affordable units is \$368,000.

The latest challenge has been rising interest rates and the cost that adds to a monthly housing payment. The DA currently restricts the housing payment to 30% of the eligible buyer's monthly household income with no exceptions.

Of the five required affordable ownership units, only one has been built and sold to date. Housing staff have seen fairly consistent interest in the affordable units from eligible buyers since 2020, but the ability of eligible buyers to enter into a successful purchase contract has been hampered by the issues discussed above. Two purchase contracts for affordable units were secured between 2021 and 2022. The first purchase contract withdrew due to construction delays and rising interest rates. The second purchase contract did close escrow in September 2023. There have been no new purchase contracts since May 2022. Since Brookfield partnered with Da Vinci Realty to list the remaining four units on the multiple listing service (MLS) in February 2024, there has been an uptick in inquiries about the affordable units.

#### **DA Amendment Proposals**

In September 2023 City staff received Brookfield's initial proposed amendment, which was an in-lieu payment of \$25k per undelivered unit, totaling \$100K. Staff rejected the offer and proposed a new amount based on

the price differential of the market rate units and the required 20% less than fair market pricing for the affordable units.

Typical Market Rate price (per Zillow listing): \$460,000  
Required Price Differential =  $460K \times .2 = 92,000$   
Affordable sales price =  $460,000 - 92,000 = \$368,000$   
Price differential of  $92,000 \times 4$  unsold units = **\$368,000**

Brookfield did not agree with the \$368K in-lieu fee amount and began coordinating with DaVinci Realty company in January 2024 to get the remaining unsold units listed (both market rate and affordable). Brookfield proposed in February 2024 to reduce the sales price of two of the four remaining affordable homes to \$275,000 and allow the other two units to be sold at market rate. Staff rejected this offer. Brookfield then proposed to increase the purchasing power of the eligible buyers from 100% to 125% AMI. For reference, the 2024 125% AMI limit for a household of 4 is \$135,750, up from \$108,600 (100% AMI). Staff agreed to this increase if the current sales price of \$368,000 is held until the remaining affordable units have sold. Staff also suggested greater flexibility on the maximum housing ratios on future purchase contracts and two one-year extensions to complete the remaining sales.

**Connection to PBB Priorities and Objectives:**

Livable Community by actively supporting attainable and affordable housing through the City's 10-Year Housing plan as well as other projects and opportunities. **Create 1: Incentivize the creation of affordable units through various programs and mechanisms.**

**Connection to Regional Plan:**

Regional Plan

Goal NH.3. Make available a variety of housing types at different price points, to provide housing opportunity for all economic sectors.

**Connection to Carbon Neutrality Plan:**

None

**Connection to 10-Year Housing Plan:**

None

---

**Attachments:**    Res. 2024-31  
                          Ex. A - First Amendment to DA  
                          Presentation  
                          Original Development Agreement  
                          Public Comments



**RESOLUTION NO. 2024-31**

**A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN WOODSHIRE ON BUTLER, LLC AND THE CITY OF FLAGSTAFF RELATED TO THE DEVELOPMENT OF APPROXIMATELY 4.06 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 3001 EAST BUTLER AVENUE AND ESTABLISHING AN EFFECTIVE DATE**

**RECITALS:**

WHEREAS, Woodshire on Butler, LLC (“Developer”) owns approximately 4.06 acres of real property generally located at 3001 E. Butler Avenue (APN 106-04-069); and

WHEREAS, the City of Flagstaff (the “City”) and Owner entered into a development agreement on July 2, 2019, pertaining to the development of the Property; and

WHEREAS, Owner and the City wish to amend the development agreement, in the form attached hereto as Exhibit A (the “First Amendment to Development Agreement”), to provide for revised terms and conditions under which the Property will be developed; and

WHEREAS, developing the Property under the terms and conditions of the proposed Development Agreement will be consistent with the Flagstaff Regional Plan 2030, and Developer and the City acknowledge that the Development Agreement will operate to the benefit of both parties; and

WHEREAS, Arizona Revised Statutes § 9-500.05 authorizes the City to enter into development agreements in order to facilitate the orderly and effective development of properties.

**ENACTMENTS:**

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

SECTION 1. The First Amendment to Development Agreement provides benefit to the City of Flagstaff.

SECTION 2. The First Amendment to Development Agreement is consistent with the purpose, intent, goals, policies, programs and land use designations of the General Plan, any applicable specific plans, and the Zoning Code.

SECTION 3. The First Amendment to Development Agreement complies with the requirements of Arizona Revised Statutes § 9-500.05.

SECTION 4. That the City of Flagstaff be hereby authorized to enter into the First Amendment to Development Agreement in the form attached to this Resolution as Exhibit A.

SECTION 5. The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby

authorized and directed to take all steps necessary to cause the execution of the First Amendment to Development Agreement and its related documents and to take all steps necessary to carry out the purpose and intent of this Resolution.

SECTION 6. That City Clerk be hereby directed to record a copy of the First Amendment to Development Agreement with the Coconino County recorder no later than ten days after the First Amendment is executed.

SECTION 7. This Resolution shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 18th day of June, 2024.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

Exhibits:  
Exhibit A – First Amendment to Development Agreement

When recorded, mail to:

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

## **FIRST AMENDMENT TO WOODSHIRE ON BUTLER, LLC DEVELOPMENT AGREEMENT**

This First Amendment to Woodshire on Butler, LLC Development Agreement (“**Amendment**”) is entered into effective as of \_\_\_\_\_, 2024 (“**Amendment Date**”), by and between City of Flagstaff, a municipal corporation organized and existing under the laws of the State of Arizona (“**City**”), and Woodshire on Butler, L.L.C., an Arizona limited liability company (“**Developer**”).

### **RECITALS**

A. City and Woodshire on Butler, LLC entered into that certain Development Agreement dated August 20, 2019, and recorded in the Official Records of Coconino County as Document No. 3850581 (the “**Original Agreement**”), The Original Agreement is referred to herein as the “**Agreement**”. Unless otherwise defined in this Amendment, initially capitalized terms used herein have the meanings given them in the Agreement.

B. The parties desire to amend the Agreement on the terms and conditions more fully set forth below, which amendment is made pursuant to Section 6.7 of the Agreement.

### **AMENDMENT**

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

1. Affordable Housing. Section 4.3.1 of the Agreement, is hereby deleted and replaced with the following:

4.3.1 The Developer’s Obligations. Developer agrees to provide a minimum of five (5) permanently affordable ownership units. The affordable ownership units will be deed-restricted, utilizing deed restrictions approved by the City, to secure permanent affordability and must be sold to households earning up to no more than ~~100~~125% of the Area Median Income (AMI), as defined by the U.S. Department of Housing and Urban Development (HUD) or its successor. Developer must finance the costs of construction for the affordable housing units, which shall be comparable in construction quality and exterior design to the market rate units within the development. Developer will work with the City to ensure that the affordable units are dispersed throughout the Project. Each

unit shall be priced ~~a minimum of 20% less than the fair market value per square foot of comparable units, at the current base sales price of \$368,000. with~~ Qualifying buyers shall spending no more than 30% of monthly income on mortgage payments without approval by the Housing Director of the City of Flagstaff or designee. The five units shall be two-bedroom units. The units shall be constructed and offered for sale within five (5) years from the date the property is sold, with two (2) one-year extensions available as requested in writing by the Developer.

1. Miscellaneous. Except as stated herein, the Agreement shall remain in full force and effect and is hereby ratified and approved. If there is any inconsistency between the terms of the Agreement and the terms of this Amendment, the provisions of this Amendment will govern and control the rights and obligations of the parties. This Amendment may be signed in counterparts.
2. Conflict of Interest. This Amendment and the Development Agreement may be cancelled by the City pursuant to A.R.S. § 38-511.

[Balance of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, City and Owner have executed this Amendment as of the date first set forth above.

**“City”**

City of Flagstaff, an Arizona municipal corporation

\_\_\_\_\_  
Becky Daggett, Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

**“Developer”**

Woodshire on Butler, L.L.C., an Arizona limited liability company

By: Woodshire on Butler, LLC, an Arizona limited liability company  
Its: Manager

By: \_\_\_\_\_  
Phil Petersen  
Its: Manager

STATE OF ARIZONA        )  
COUNTY OF COCONINO    )

ACKNOWLEDGMENT

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, a Notary Public, personally appeared Becky Daggett, 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 she executed the same on behalf of the City of Flagstaff, for the purposes therein contained.

\_\_\_\_\_  
Notary Public  
My Commission Expires:\_\_\_\_\_

STATE OF ARIZONA        )  
COUNTY OF MARICOPA    )

ACKNOWLEDGMENT

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, a Notary Public, personally appeared Phil Petersen., known to me to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same on behalf of Woodshire on Butler, LLC an Arizona limited liability company, for the purposes therein contained.

\_\_\_\_\_  
Notary Public  
My Commission Expires:\_\_\_\_\_

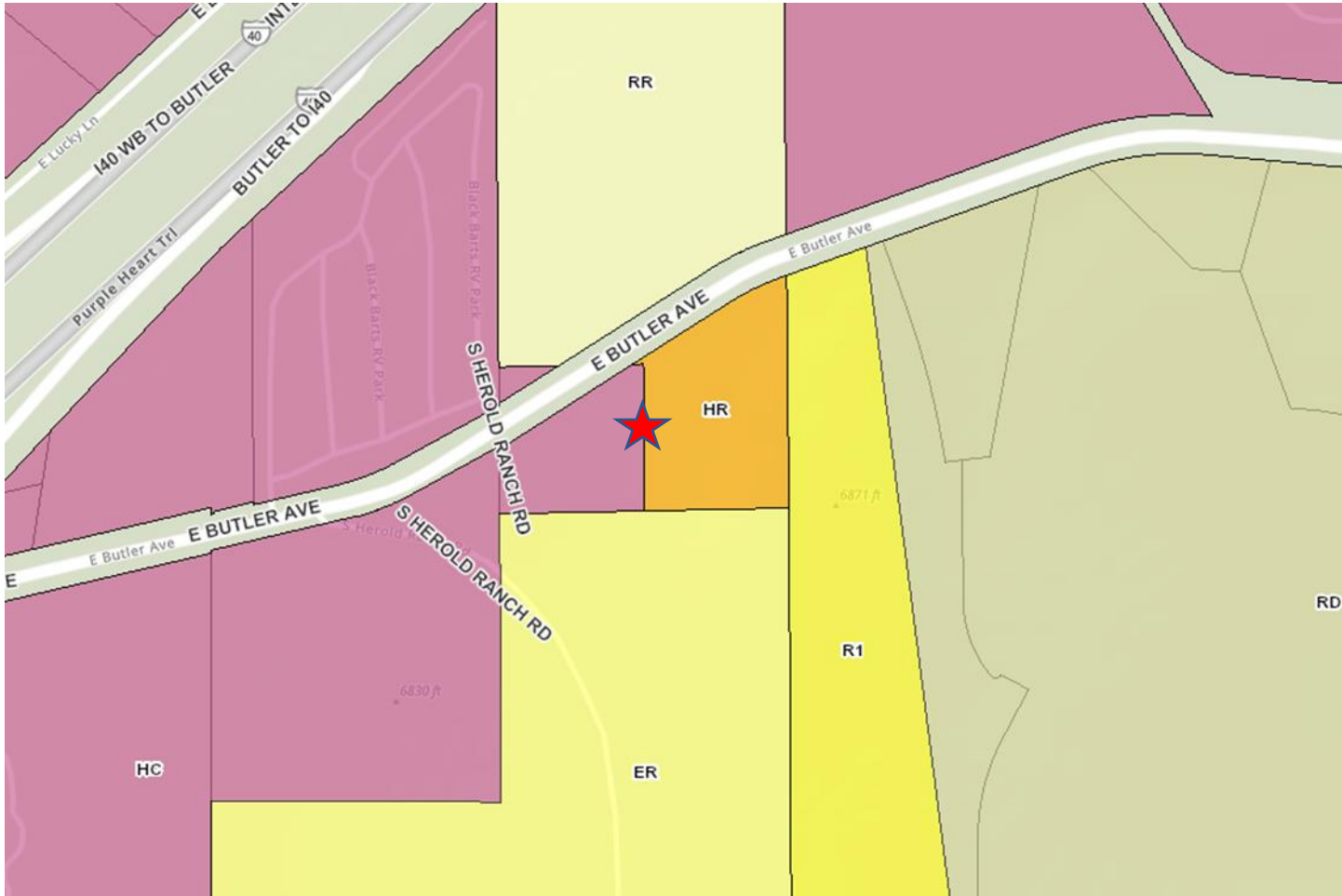
# City Council – Regular Agenda Woodshire on Butler Condominiums

Proposed Amended Development  
Agreement





# Vicinity Map with Zoning







# Aerial



# Woodshire Timeline



<b>Summer 2018</b>	Start of negotiations with Brookfield on affordable units at Woodshire Proposal to purchase adjacent city property
<b>January 2019</b>	COF invitation for bid process
<b>March 2019</b>	Brookfield Communities was the sole bidder. Council accepted offer
<b>May 2019</b>	Site plan approved
<b>July 2019</b>	Preliminary plat approved Development agreement DEV-2019-288-AG2 approved (Resolution 2019-18) Purchase contract approved (Ordinance 2019-11)
<b>February 2021</b>	Final Plat approved
<b>October 2021</b>	First affordable purchase contract signed for \$278,220 (buyer withdrew September 2022)
<b>May 2022</b>	Second affordable purchase contract signed for \$326,670
<b>Summer 2023</b>	Certificates of Occupancy delayed and sequencing conversations
<b>August 2023</b>	Direction to Brookfield about DA amendment process and minimum requirements for the remaining affordable units
<b>September 2023</b>	First affordable condo built and sold
<b>Fall 2023</b>	DA Amendment conversations begin
<b>January 2024</b>	Brookfield coordination with DaVinci Realty; remaining affordable units advertised on MLS
<b>February 2024</b>	Current DA amendment proposed; City staff agreed to an increased AMI and suggested other minor changes to increase flexibility on future purchase contracts
<b>March 2024</b>	Brookfield submitted DA Amendment application and paid fee
<b>April 2024</b>	Draft DA Amendment language
<b>June 2024</b>	DA Amendment Hearing set for June 18, 2024



# Status of Affordable Units

- The construction process at Woodshire was greatly impacted by the COVID-19 pandemic-era labor challenges, increases to the cost of materials, and delivery delays.
  - The initial affordable sales price was about \$275,000 – 20% less than the market rate units of +\$330,000. The affordable sales prices increased by roughly \$100,000 since the initial units were offered for sale in 2020. The current pricing on the affordable units is \$368,000.
  - The latest challenge has been rising interest rates and the cost that adds to a monthly housing payment. The DA currently restricts the housing payment to 30% of the eligible buyer's monthly household income with no exceptions.
- Of the five required affordable ownership units, only one has been built and sold to date.
  - Housing staff members have seen consistent interest in the affordable units from eligible buyers since 2020, but the ability of eligible buyers to enter into a successful purchase contract has been hampered by the issues discussed above.
  - Two purchase contracts for affordable units were secured between 2021 and 2022.
    - The first purchase contract withdrew due to construction delays and rising interest rates.
    - The second purchase contract did close escrow in September 2023. There have been no new purchase contracts since May 2022. Since Brookfield partnered with Da Vinci Realty to list the remaining four units on the multiple listing service (MLS) in February 2024, there has been an uptick in inquiries about the affordable units.



# DA Amendment Discussions

- In September 2023 City staff received Brookfield's initial proposed amendment, which was an in-lieu payment of \$25k per undelivered unit, totaling \$100K. Staff rejected the offer and proposed a new amount based on the price differential of the market rate units and the required 20% less than fair market pricing for the affordable units.
  - Typical Market Rate price (per Zillow listing): \$460,000
  - Required Price Differential =  $460K \times 2 = 92,000$
  - Affordable sales price =  $460,000 - 92,000 = \$368,000$
  - Price differential of  $92,000 \times 4$  unsold units = **\$368,000**
- Brookfield did not agree with the \$368K in-lieu fee amount and began coordinating with DaVinci Realty company in January 2024 to get the remaining unsold units listed (both market rate and affordable).
- Brookfield proposed in February 2024 to reduce the sales price of two of the four remaining affordable homes to \$275,000 and allow the other two units to be sold at market rate. Staff rejected this offer.
- **Current Proposal:** The developer has proposed an amendment to simply increase the AMI of the eligible buyers from 100% to 125% AMI. Staff agreed to this increase if the current sales price of \$368,000 is held until the remaining affordable units have sold.
- Staff also suggested greater flexibility on the maximum housing ratios on future purchase contracts and two one-year extensions to complete the remaining sales.



# Proposed DA Amendments

4.3.1 The Developer's Obligations. Developer agrees to provide a minimum of five (5) permanently affordable ownership units. The affordable ownership units will be deed-restricted, utilizing deed restrictions approved by the City, to secure permanent affordability and must be sold to households earning up to no more than ~~100~~-125% of the Area Median Income (AMI), as defined by the U.S. Department of Housing and Urban Development (HUD) or its successor. Developer must finance the costs of construction for the affordable housing units, which shall be comparable in construction quality and exterior design to the market rate units within the development. Developer will work with the City to ensure that the affordable units are dispersed throughout the project. Each unit shall be priced ~~a minimum of 20% less than the fair market value per square foot of comparable units, at the current base sales price of \$368,000.~~ with Qualifying buyers shall spending no more than 30% of monthly income on mortgage payments without approval by the Housing Director of the City of Flagstaff or designee. The five units shall be two-bedroom units. The units shall be constructed and offered for sale within five (5) years from the date the property is sold, with two (2) one-year extensions available as requested in writing the Developer.



# Affordability Analysis

New area median income limits for Flagstaff were released by the City’s Housing Section in April 2024. An affordability analysis was completed using updated income limits in the table below.

Maximum Home Prices Affordable to 80 - 125% AMI (2024)				
		80% AMI	100% AMI	125% AMI
Household of 1	Gross Annual Income	\$55,950	\$76,020	\$95,025
	Monthly Housing Payment @ 30% HR	\$1,399	\$1,901	\$2,376
	* Maximum Affordable Home Price	<b>\$127,000</b>	<b>\$203,000</b>	<b>\$279,000</b>
Household of 2	Gross Annual Income	\$63,950	\$86,880	\$108,600
	Monthly Housing Payment @ 30% HR	\$1,599	\$2,172	\$2,715
	* Maximum Affordable Home Price	<b>\$155,000</b>	<b>\$244,000</b>	<b>\$330,000</b>
Household of 3	Gross Annual Income	\$71,950	\$97,740	\$122,175
	Monthly Housing Payment @ 30% HR	\$1,799	\$2,444	\$3,054
	* Maximum Affordable Home Price	<b>\$188,000</b>	<b>\$295,000</b>	<b>\$380,000</b>
Household of 4	Gross Annual Income	\$79,900	\$108,600	\$135,750
	Monthly Housing Payment @ 30% HR	\$1,998	\$2,715	\$3,394
	* Maximum Affordable Home Price	<b>\$216,000</b>	<b>\$327,000</b>	<b>\$432,000</b>

*\*The calculations in this table assume a 30-year fixed mortgage interest rate of 7.25%, 5% down payment, housing ratio capped at 30%, \$140 monthly HOA fee, and \$450 in taxes and insurance.*

# Questions/ Discussion



When recorded, mail to:

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

**DEVELOPMENT AGREEMENT**  
**between**  
**City of Flagstaff**  
**and**  
**Woodshire on Butler, LLC**

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is made as of this 20<sup>th</sup> day of AUGUST 2019, by and between the City of Flagstaff (the “**City**”), a municipal corporation organized and existing under the laws of the State of Arizona, and Woodshire on Butler, LLC (the “**Developer**”), an Arizona limited liability company (LLC).

**RECITALS**

A. Developer owns 3.31 acres of real property located at 3001 E. Butler Avenue, parcel number 106-04-006C, and intends to purchase a 0.74-acre portion of City Parcel 106-04-007B (the “**City Parcel**”) located at 2989 E. Butler Avenue, Flagstaff, Arizona, more specifically described in *Exhibit A* (collectively, the “**Property**”).

B. Developer proposes to develop a residential community of approximately 50 detached condominium homes as more specifically described in the approved Preliminary Plat containing City Staff conditions dated May 1, 2019, attached hereto as *Exhibit B*, and the approved Site Plan containing City Staff conditions also dated May 1, 2019, and included as part of the Preliminary Plat (the “**Project**”).

C. In order to develop the Project, Developer intends to purchase parcel 106-04-007B (the “**City Parcel**”) from the City. As a condition of this purchase, Developer has committed to construct and sell five affordable units as set forth in more detail below.

D. The City has an interest in ensuring that the development of the Property complies with the City's standards for development and engineering improvements and all other City standards and for ensuring that affordable units are constructed in exchange for the sale of the City Parcel.

E. Developer acknowledges that this development will be beneficial and advantageous to Developer and that purchasing the City Parcel will enable Developer to construct additional units and realize cost savings by securing a secondary access across the City Parcel.

F. The City and Developer are entering into this Agreement pursuant to Arizona Revised Statutes § 9-500.05.



## AGREEMENT

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:

### 1. INCORPORATION OF RECITALS

Each of the recitals set forth above is incorporated into this Agreement as though fully set forth herein.

### 2. DEFINITIONS

The following terms, whenever capitalized in this Agreement, shall have the meanings set forth below, except where the context clearly indicates otherwise:

- 2.1 **"Agreement"** shall mean this Development Agreement between the City and Developer.
- 2.2 **"A.R.S."** shall mean Arizona Revised Statutes.
- 2.3 **"City"** shall mean and refer to the City of Flagstaff, an Arizona municipal corporation, and any successor public body or entity.
- 2.4 **"Construction Permits"** shall mean any permit issued by the City or other jurisdiction that is required in order to begin construction on any On-Site or Off-Site phase or stage of the Project, including but not limited to public improvements, grading, electrical, gas, plumbing, or mechanical.
- 2.5 **"Developer"** shall mean and refer to Woodshire on Butler, LLC, an Arizona limited liability company, and any successor and/or assignee of Woodshire on Butler, LLC pursuant to Section 6.16 of this Agreement.
- 2.6 **"Effective Date"** shall mean the date this Agreement becomes effective as set forth in Section 6.1 of this Agreement.
- 2.7 **"Parties"** shall mean a collective reference to the City and Developer, and its successors and/or assigns.
- 2.8 **"Roadway Improvements"** shall mean improvements to public roadway segments and intersections.

2.9 "Site" shall have the same meaning as the term Property.

2.10 "Zoning Code" shall mean the City's Zoning Code.

### 3. APPLICABLE REGULATION AND DEVELOPMENT STANDARDS

3.1 Development Standards. The development of the Project, as well as the requirements for off-site and on-site public improvements, will be governed by the Flagstaff Zoning Code, ordinances, regulations, rules, guidelines, and policies controlling permitted uses of the site, design review standards, the density and intensity of uses, and the maximum and minimum height and size of the buildings in existence as of the Effective Date of this Agreement will apply. For any development occurring after five (5) years from the Effective Date of this Agreement, the current codes, ordinances, regulations, rules, guidelines, and standards in effect at the time of submittal shall apply. Regardless of the time of development, current City Engineering Standards, Building Code, Fire Code, and other Code provisions, regulations, rules, and guidelines will apply to the Project.

3.2 Permits & Building Fees. Developer agrees and understands that all building permits, development fees, and other fees normally applicable to construction within the City at the time of application shall apply to the Project. Developer further agrees and understands that upon the submittal date of any application or permit, the current fees in effect at the time of submittal shall apply to the Project. Denial of a Developer's permit application for failure to meet the City's criteria for such permit shall not be deemed a breach by the City of this Agreement.

### 4. IMPROVEMENT AND CONTRIBUTION REQUIREMENTS

#### 4.1 General Roadway Improvements

The Parties agree that Developer's traffic mitigation will be accomplished as described in this Section.

4.1.1 General Off-Site Roadway Improvements. Developer shall widen Butler Avenue, as shown on the Preliminary Plat, to provide a left-turn lane at the Site driveway. Additionally, Developer shall pay cash-in-lieu for constructing the required roadway frontage improvements (curb/gutter and sidewalk) and a future right-turn lane at the Butler Avenue driveway, in the amounts set forth in **Exhibit D**. The fees will be used when the City widens Butler Avenue in the future. The calculations for the estimated in-lieu fees are subdivided according to the two parcels associated with the development. In the event Developer elects to construct the project in phases (1 and 2), the fees associated with each parcel shall be paid in advance of obtaining Construction Permits on the parcel. All right-of-way dedications required for this development as set forth in the Preliminary Plat will be completed prior to issuance of Construction Permits.

4.1.2 Temporary Easement. The City will grant a temporary access easement ("the Easement") across the remaining portion of the City parcel located at 2989 E. Butler

Avenue, as defined and depicted in *Exhibit C*. The Easement will be granted after the City Parcel is acquired, at close of escrow. In the event the City Parcel is not acquired by the Developer, the Easement will not be granted by the City.

#### 4.2 General Water and Sewer Requirements

The required Water and Sewer Impact Analysis (“WSIA”) was waived by the City of Flagstaff for the Project. Instead, the Parties agree that Developer’s water and sewer requirements will be accomplished as described in this Section.

4.2.1 Off-Site Water Requirements. Per the City of Flagstaff Water Services memorandum dated November 29, 2018, Developer will make a cash-in-lieu contribution of eighteen thousand one hundred eighty-one dollars and seventy-six cents (\$18,181.76) for Parcel 106-04-006C. In addition, Developer agrees to make a cash-in-lieu contribution of four thousand two hundred eighty-eight dollars and sixty-five cents (\$4,288.65) for the portion Developer intends to purchase of Parcel 106-04-007B. Both payments are for the development’s portion of the off-site improvement costs of the secondary water source and must be made prior to Construction Permits being issued.

#### 4.3 Affordable Housing

4.3.1 The Developer’s Obligations. Developer agrees to provide a minimum of five (5) permanently affordable ownership units. The affordable ownership units will be deed-restricted, utilizing deed restrictions approved by the City, to secure permanent affordability and must be sold to households earning up to no more than 100% of the Area Median Income (AMI), as defined by the U.S. Department of Housing and Urban Development (HUD) or its successor. Developer must finance the costs of construction for the affordable housing units, which shall be comparable in construction quality and exterior design to the market rate units within the development. Developer will work with the City to ensure that the affordable units are dispersed throughout the Project. Each unit shall be priced a minimum of 20% less than the fair market value per square foot of comparable units, with qualifying buyers spending no more than 30% of monthly income on mortgage payments. The five units shall be two-bedroom units. The units shall be constructed and offered for sale within five (5) years from the date the property is sold.

4.3.2 The City’s Obligations. The City will provide income qualification of homebuyers and buyer education services for qualified homebuyers. The City will also work with the Developer to develop a mutually agreeable deed restriction for the affordable units.

4.3.3 Term. The provisions of this Section 4.3 shall survive termination of this Agreement up to and until all affordable units have been sold to qualified homebuyers.

### 5. **DEFAULT; REMEDIES**

5.1 Events Constituting Default. A party hereunder shall be deemed to be in

default under this Agreement if such party breaches any obligation required to be performed by the respective party hereunder within any time period required for such performance and such breach or default continues for a period of thirty (30) days after written notice thereof from the party not in default hereunder.

5.2. Dispute Resolution. In the event that there is a dispute hereunder which the Parties cannot resolve between themselves, the Parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by nonbinding mediation before the commencement of litigation. The mediations shall be held under the commercial mediation rules of the American Arbitration Association. The mediator selected shall have at least five (5) years' experience in mediating or arbitrating disputes relating to commercial property development. The costs of any such mediation shall be divided equally between the City and the Developer or in such other fashion as the mediator may order. The results of the mediation shall be nonbinding on the Parties and any party shall be free to initiate litigation upon the conclusion of mediation.

5.3. Developer's Remedies. In the event that the City is in default under this Agreement and fails to cure any such default within the time period required therefore as set forth in Section 5.1 above, then, in that event, in addition to all other legal and equitable remedies which the Developer may have, the Developer may terminate this Agreement by written notice delivered to the City.

5.4 City's Remedies. In the event that the Developer is in default under this Agreement, and the Developer thereafter fails to cure any such default within the time period described in Section 5.1 above, then, in that event, in addition to all other legal and equitable remedies which the City may have, the City may terminate this Agreement by written notice delivered to the Developer.

5.5 Development Rights in the Event of Termination. Upon the termination of this Agreement as provided herein, the Developer shall have no further rights to develop the Property pursuant to this Agreement.

5.6 No Personal Liability. No current or former member, official, or employee of the City or Developer when acting within the scope of their official capacity shall be personally liable (a) in the event of any default or breach by the City or Developer, as applicable; (b) for any amount which may become due to the nonbreaching party or its successor or assign; or (c) pursuant to any obligation of the City or Developer, as applicable, under the terms of this Agreement.

5.7 Liability and Indemnification. Developer shall indemnify, protect, defend and hold harmless the City, its Council members, officers, employees, and agents for, from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, out of the performance of this Agreement by City or Developer, or nonperformance of this Agreement by the Developer.

6. GENERAL PROVISIONS

6.1 Effective Date and Term. This Agreement shall be effective (the “**Effective Date**”) upon execution by the Parties hereto and recordation in accordance with A.R.S. § 9-500.05 (as amended). Except as otherwise stated herein, the term of this Agreement shall extend from the Effective Date of this Agreement and shall automatically terminate ten (10) years from such date.

6.2 Notices. All notices and communications provided for herein, or given in connection herewith, shall be validly made if in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

To City:

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

To Developer:

Woodshire on Butler, LLC  
Attn: Phil Petersen  
3550 North Central Suite 1101  
Phoenix, AZ 85012

or to such other addresses as either party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices given by mail shall be deemed delivered 72 hours following deposit in the United States Postal Service in the manner set forth above.

6.3 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 of any other provision of this Agreement.

6.4 Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any of the provisions of the Agreement.

6.5 Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The Developer represents and warrants that it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under applicable state laws. The Developer and the City warrant to each other that the individuals executing this Agreement on behalf of their respective Parties are authorized and empowered to bind the party on whose behalf each individual is signing. The Developer represents to the City that by entering into this Agreement, the Developer has bound the Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.

6.6 Entire Agreement. This Agreement, including the following exhibits which are incorporated in this Agreement by reference, constitutes the entire agreement between the Parties and supersedes any prior written or oral understandings or agreements between the Parties. This provision applies only to the entirety of this Agreement; additional and separate zoning stipulations and agreements with the City may apply to the Property, and this provision has no effect on them.

***Exhibit "A"    Legal Description of Property***

***Exhibit "B"    Preliminary Plat***

***Exhibit "C"    Easement***

***Exhibit "D"    Roadway Contributions***

6.7 Amendment of the Agreement. This Agreement may be amended, in whole or in part and with respect to all or any portion of the Property, only with the mutual written consent of the Parties to this Agreement or by their successors in interest or assigns. The City shall record the amendment or cancellation in the official records of the Coconino County Recorder.

6.8 Construction of Agreement. This Agreement has been arrived at by negotiation and shall not be construed against either Party.

6.9 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.

6.10 Severability. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

6.11 Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. This Agreement has been made and entered into in Coconino County, Arizona, and any lawsuit to dispute or enforce any provision of this Agreement must be brought in Coconino County, Arizona.

6.12 Recordation of Agreement and Subsequent Amendment; Cancellation. The City will record this Agreement, and any amendment or cancellation of it, in the official records of the Coconino County Recorder no later than ten (10) days after the City and the Developer execute the Agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05.

6.13 No Partnership; Third-Party. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between Developer and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization, or corporation not a

party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

6.14 Conflict of Interest. Pursuant to Arizona law, rules, and regulations, no member, official, or employee of the City shall have a personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

6.15 Compliance with All Laws. Developer will comply with all applicable Federal, State, and County laws, as well as with all applicable City ordinances, regulations, and policies.

6.16 Successors and Assigns; Restriction on Assignment by Developer. All of the covenants and conditions set forth herein shall be binding upon the successors in interest of each of the Parties hereto, except that transfer of any portions of right-of-way from the City to the State of Arizona will not result in a transfer of obligations in this Agreement to the State. Obligations accruing after a transfer of ownership will not be deemed to be an obligation of the transferor, though no transfer will relieve a transferor of any obligation that accrued prior to the transfer.

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. Such assignment must be approved by the City before the assignment is valid, which approval shall not be unreasonably withheld.

## 7. **WAIVER OF CLAIM FOR DIMINUTION IN VALUE**

Developer hereby waives and fully releases any and all financial loss, injury, claims, and causes of action that the Developer may have, now or in the future, for any "diminution in value" and for any "just compensation" under the Private Property Rights Protection Act, codified in A.R.S §§ 12-1131 through 12-1138 (the "Act"), in connection with the application of the City's existing land use laws and including Resolution Number 2019-18, CUP Number PZ-18-00105-06 and Ordinance Number 2005-10 regarding the Property. This waiver constitutes a complete release of any and all claims and causes of action that may arise or may be asserted under the Act with regard to the subject Property. Developer agrees to indemnify, hold harmless, and defend City, its officers, employees, and agents, from any and all claims, causes of actions, demands, losses and expenses, including attorney's fees and litigation costs, that may be asserted by or may result from any of the present or future owners of any interest in the Property seeking potential compensation, damages, attorney's fees, or costs under the Act that they may have, as a result of the application of the City's existing land use laws , upon the Property.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**City of Flagstaff**

**Woodshire on Butler, LLC, an Arizona  
limited liability company**

Coral Evans  
Coral Evans, Mayor

By: Philip V. Petersen

Name: Philip V. Petersen

Title: Managing Partner

Attest:

Stacy Salzburg  
City Clerk

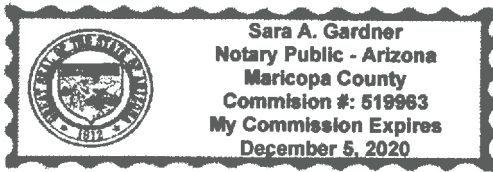
Approved as to form and authority:

Ch. M. [Signature]  
City Attorney

STATE OF ARIZONA     )  
COUNTY OF Maricopa )

ACKNOWLEDGMENT

On this 29<sup>th</sup> day of July, 2019, before me, a Notary Public, personally appeared Philip V. Petersen 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 Woodshire on Butler, LLC, an Arizona limited liability company, for the purposes therein contained.



Sara A. Gardner  
Notary Public  
My Commission Expires: Dec. 5, 2020

List of Exhibits

- Exhibit A: Legal Description of the Property**
- Exhibit B: Approved Preliminary Plat**
- Exhibit C: Easement**
- Exhibit D: Roadway Contribution**



# Exhibit A

## **Legal Description of the Property**

LEGAL DESCRIPTION  
EXHIBIT 'A'  
APN: 106-04-007B  
Ref No. #18245  
1-17-2019

A portion of that parcel of land as described in Instrument Number 3207467, Official Records of Coconino County (herein referred to as R1), lying within the northeast quarter of Section 23, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

**Parcel 1:**

Commencing at a the northeast corner of said Section 23, a found 2"x 2" metal plate set in concrete;

Thence along the east line of said Section 23, South 00°44'24" East, 706.41 feet (Basis of Bearing) to a found ½" rebar with yellow plastic cap stamped "RLS 11369" on the north Right-of-Way line of Butler Avenue as shown on Book 21 of Surveys, Page 25, Official Records of Coconino County (herein referred to as R2);

Thence South 00°37'35" East, 93.27 feet to a found ½" rebar with yellow plastic cap stamped "RLS 11369" on the south Right-of-Way line of Butler Avenue as shown on R2;

Thence along the east line of that parcel of land as shown on R2, South 00°44'14" East, 523.54 feet to a found 1.5" brass cap stamped "ARENCO RLS 4321" at the southeast corner of said parcel;

Thence along the south line of said parcel, South 88°43'33" West, 326.77 feet to a found ½" rebar with yellow plastic cap stamped "RLS 11369" at the southeast corner of that parcel of land as described in R1;

Thence along the south line of said parcel as described in R1, South 88°40'49" West, 216.15 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said south line, South 88°40'49" West, 110.66 feet to a found ½" rebar with yellow plastic cap stamped "WILLDAN PE 10301" at the southwest corner of said parcel;

Thence along the west line of said parcel, North 00°32'50" West, 93.37 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 74.57 feet and being subtended by a chord which bears South 62°16'52" East, 11.88 feet;

Thence leaving said west line and southeasterly along said curve, 11.90 feet through a central angle of 9°08'27";

Thence South 58°15'33" East, 19.67 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 388.50 feet and being subtended by a chord which bears South 49°18'05" East 102.42 feet;

Thence southeasterly along said curve, 102.72 feet through a central angle of 15°08'55";

Thence South 39°04'21" East, 10.51 feet to the **TRUE POINT OF BEGINNING**;

Containing 5,854 square feet, or 0.134 Acres, more or less.

**Parcel 2:**

Commencing at a the northeast corner of said Section 23, a found 2"x 2" metal plate set in concrete;

Thence along the east line of said Section 23, South 00°44'24" East, 706.41 feet (Basis of Bearing) to a found ½" rebar with yellow plastic cap stamped "RLS 11369" on the north Right-of-Way line of Butler Avenue as shown on Book 21 of Surveys, Page 25, Official Records of Coconino County (herein referred to as R2);

Thence South 00°37'35" East, 93.27 feet to a found ½" rebar with yellow plastic cap stamped "RLS 11369" on the south Right-of-Way line of Butler Avenue as shown on R2;

Thence along the east line of that parcel of land as shown on R2, South 00°44'14" East, 523.54 feet to a found 1.5" brass cap stamped "ARENCO RLS 4321" at the southeast corner of said parcel;

Thence along the south line of said parcel, South 88°43'33" West, 326.77 feet to a found ½" rebar with yellow plastic cap stamped "RLS 11369" at the southeast corner of that parcel of land as described in R1;

Thence along the south line of said parcel as described in R1, South 88°40'49" West, 100.63 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said south line, South 88°40'49" West, 115.52 feet;

Thence North 39°04'21" West, 10.51 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 388.50 feet and being subtended by a chord which bears North 49°18'05" West 102.42 feet;

Thence northwesterly along said curve, 102.72 feet through a central angle of 15°08'55";

Thence North 58°15'33" West, 19.67 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 74.57 feet and being subtended by a chord which bears North 62°16'52" West 11.88 feet;

Thence northwesterly along said curve, 11.90 feet through a central angle of  $9^{\circ}08'27''$  to a point on the west line of said parcel;

Thence along said west line, North  $00^{\circ}32'50''$  West, 50.42 feet to a set  $\frac{1}{2}$ " rebar with aluminum cap "RLS 48756" on the southerly Right-of-Way line of Butler Avenue as described in Docket 918, Page 572, Official Records of Coconino County;

Thence North  $57^{\circ}20'18''$  East, 359.20 feet to a set  $\frac{1}{2}$ " rebar with aluminum cap stamped "RLS 48756" on the southerly Right-of-Way line of said Butler Avenue, said point being in common with a point on the northwesterly property line of that parcel of land as shown on R2.

Thence North  $88^{\circ}40'26''$  East, 21.88 feet to a found  $\frac{1}{2}$ " rebar with aluminum cap stamped "LS 18548" at an angle point in the northwesterly property line of said parcel of land as shown on R2;

Thence along the west line of said parcel, South  $00^{\circ}39'43''$  East, 30.29 feet;

Thence leaving said west line, South  $52^{\circ}21'57''$  West, 17.99 feet;

Thence South  $62^{\circ}44'34''$  West, 20.31 feet;

Thence South  $51^{\circ}25'21''$  West, 1.30 feet to the beginning of a non-tangent curve concave to the northwest having a radius of 1169.67 feet and being subtended by a chord which bears South  $52^{\circ}48'05''$  West, 72.98 feet;

Thence southwesterly along said curve, 72.99 feet through a central angle of  $3^{\circ}34'31''$ ;

Thence South  $49^{\circ}09'35''$  West, 38.94 feet;

Thence South  $41^{\circ}07'19''$  West, 12.46 feet to the beginning of a non-tangent curve concave to the east having a radius of 31.06 feet and being subtended by a chord which bears South  $16^{\circ}49'28''$  West, 21.91 feet;

Thence southwesterly and southerly along said curve, 22.39 feet through a central angle of  $41^{\circ}18'32''$ ;

Thence South  $03^{\circ}49'48''$  East, 54.18 feet to the beginning of a non-tangent curve concave to the east having a radius of 424.97 feet and being subtended by a chord which bears South  $14^{\circ}21'56''$  East 118.06 feet;

Thence southerly along said curve, 118.45 feet through a central angle of  $15^{\circ}58'09''$ ;

Thence South  $22^{\circ}15'26''$  East, 14.24 feet to the **TRUE POINT OF BEGINNING**;

Containing 41,256 square feet, or 0.947 Acres, more or less.

**Parcel 3:**

Commencing at a the northeast corner of said Section 23, a found 2"x 2" metal plate set in concrete;

Thence along the east line of said Section 23, South 00°44'24" East, 706.41 feet (Basis of Bearing) to a found ½" rebar with yellow plastic cap stamped "RLS 11369" on the north Right-of-Way line of Butler Avenue as shown on Book 21 of Surveys, Page 25, Official Records of Coconino County (herein referred to as R2);

Thence South 00°37'35" East, 93.27 feet to a found ½" rebar with yellow plastic cap stamped "RLS 11369" on the south Right-of-Way line of Butler Avenue as shown on R2;

Thence along the east line of that parcel of land as shown on R2, South 00°44'14" East, 523.54 feet to a found 1.5" brass cap stamped "ARENCO RLS 4321" at the southeast corner of said parcel;

Thence along the south line of said parcel, South 88°43'33" West, 326.77 feet to a found ½" rebar with yellow plastic cap stamped "RLS 11369" at the southeast corner of that parcel of land as described in R1 and the **TRUE POINT OF BEGINNING**;

Thence along the south line of said parcel as described in R1, South 88°40'49" West, 100.63 feet;

Thence leaving said south line, North 22°15'26" West, 14.24 feet to the beginning of a non-tangent curve concave to the east having a radius of 424.97 feet and being subtended by a chord which bears North 14°21'56" West 118.06 feet;

Thence northerly along said curve, 118.45 feet through a central angle of 15°58'09";

Thence North 03°49'48" West, 54.18 feet to the beginning of a tangent curve concave to the east, having a radius of 31.06 feet;

Thence northeasterly along said curve, 22.39 feet through a central angle of 41°18'32";

Thence North 41°07'19" East, 12.46 feet;

Thence North 49°09'35" East, 38.94 feet to the beginning of a non-tangent curve concave to the northwest having a radius of 1169.67 feet and being subtended by a chord which bears North 52°48'05" East 72.98 feet;

Thence northeasterly along said curve, 72.99 feet through a central angle of 3°34'31";

Thence North 51°25'21" East, 1.30 feet;

Thence North 62°44'34" East, 20.31 feet;

Thence North 52°21'57" East, 17.99 feet to a point on the west line of that parcel of land as shown on R2;

Thence along said west line, South 00°39'43" East, 300.35 feet to the **TRUE POINT OF BEGINNING**;

Containing 32,404 square feet, or 0.7439 Acres, more or less.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, AZ.

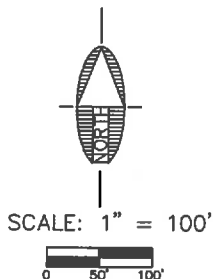


PLOTTED: Jan 18, 2019-10:02am

# EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 23,  
TOWNSHIP 21 NORTH, RANGE 7 EAST  
GILA AND SALT RIVER MERIDIAN  
COCONINO COUNTY, ARIZONA

POINT OF  
COMMENCEMENT  
NE COR.  
SEC. 23



S 0°44'24" E 706.41'  
(BASIS OF BEARING)

'RLS 11369'

'RLS 11369'

APN: 106-04-006B

'RLS 11369'

APN:  
106-04-006C

E. BUTLER AVE

'RLS 48756'

LS 18548

N 0°40'53" W  
186.85'

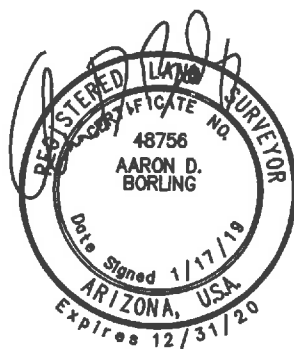
'RLS 48756'

N 57°20'18" E 359.20'

L12-L11

S 0°39'43" E 300.35'

APN: 106-04-006C



SUBJECT PARCEL  
APN: 106-04-007B

PARCEL 3

PARCEL 2

PARCEL 1

APN:  
106-04-005B

'PE 10301'

POB  
PARCEL 1

POB  
PARCEL 2

POB  
PARCEL 3

S 88°43'33" W 326.77'

'RLS 4321'

E 1/4 COR.  
SEC. 23

S 0°44'14" E 523.54'

FILE: P:\2018\18245\COF LEGALS\DRAWINGS\18245- LEGAL EXHIBIT.DWG ABORLING



Shephard & Associates, Inc.

110 W. Dale Avenue  
Flagstaff, AZ 86001  
928.773.0354  
928.774.8934 fax

www.swiaz.com

JOB NO.	18245
DATE	JAN. '19
SCALE	AS SHOWN
DRAWN	TNO
DESIGN	
CHECKED	ADB

FLAGSTAFF  
ARIZONA

SHEET

6

OF 7

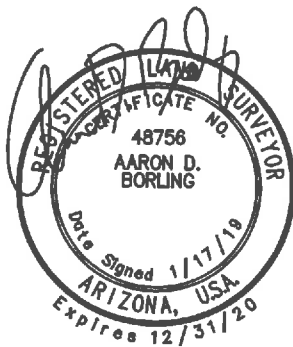
LEGAL EXHIBIT

PLOTTED: Jan 18, 2019-10:02am

# EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 23,  
TOWNSHIP 21 NORTH, RANGE 7 EAST  
GILA AND SALT RIVER MERIDIAN  
COCONINO COUNTY, ARIZONA

Curve Table						Parcel Line Table		
Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Line #	Length	Direction
C1	11.90	74.57	9.14	S62° 16' 52"E	11.88	L1	110.66	S88° 40' 49"W
C2	102.72	388.50	15.15	S49° 18' 05"E	102.42	L2	93.37	N0° 32' 50"W
C3	72.99	1169.67	3.58	N52° 48' 05"E	72.98	L3	19.67	S58° 15' 33"E
C4	22.39	31.06	41.31	N16° 49' 28"E	21.91	L4	10.51	S39° 04' 21"E
C5	118.45	424.97	15.97	N14° 21' 56"W	118.06	L5	115.52	S88° 40' 49"W
						L6	50.42	N0° 32' 50"W
						L8	21.88	N88° 40' 26"E
						L9	30.29	S0° 39' 43"E
						L10	17.99	N52° 21' 57"E
						L11	20.31	N62° 44' 34"E
						L12	1.30	S51° 25' 21"W
						L13	38.94	S49° 09' 35"W
						L14	12.46	S41° 07' 19"W
						L15	54.18	S3° 49' 48"E
						L16	14.24	S22° 15' 26"E
						L17	100.63	S88° 40' 49"W
						L21	93.27	S0° 37' 35"E



FILE: P:\2018\18245\COF LEGALS\DRAWINGS\18245- LEGAL EXHIBIT.DWG ABORLING



Shephard & Associates, Inc.

110 W. Dale Avenue  
Flagstaff, AZ 86001  
928.773.0354  
928.774.8934 fax

www.swiaz.com

JOB NO. 18245

DATE JAN. '19

SCALE AS SHOWN

DRAWN TNO

DESIGN

CHECKED ADB

FLAGSTAFF  
ARIZONA

SHEET

7

LEGAL EXHIBIT

OF 7



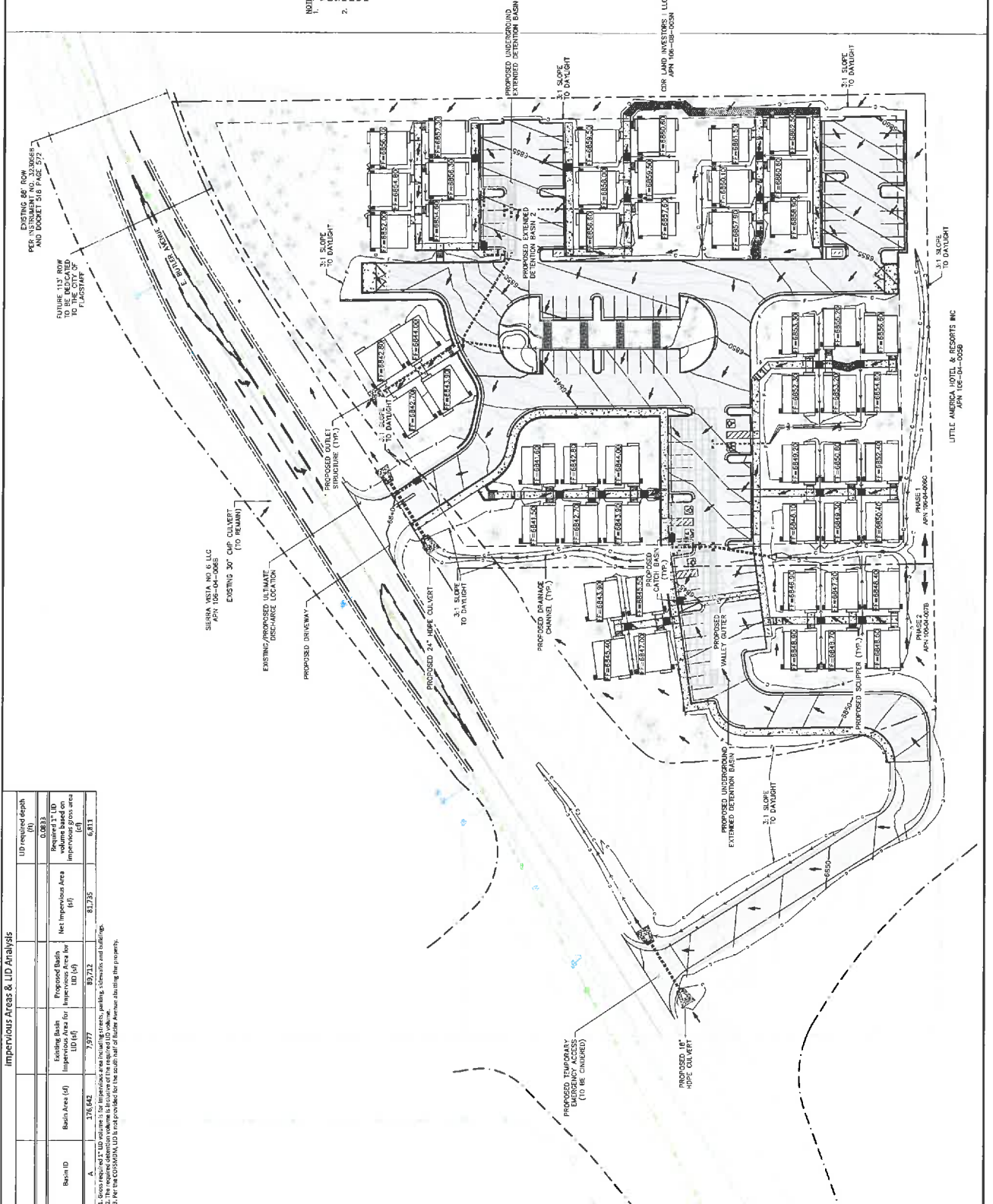
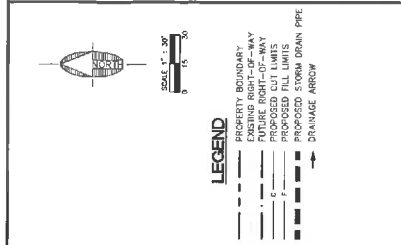
# Exhibit B

**Approved Preliminary Plat**







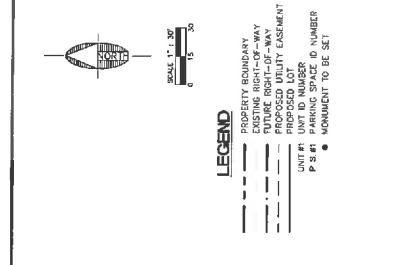


**Impervious Areas & LID Analysis**

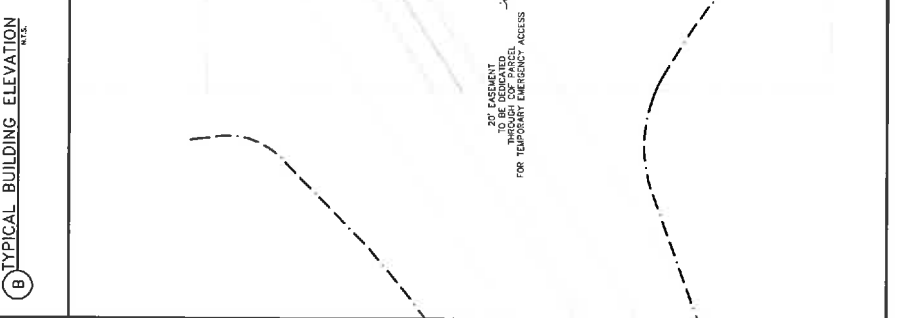
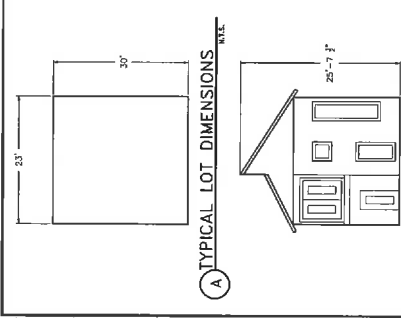
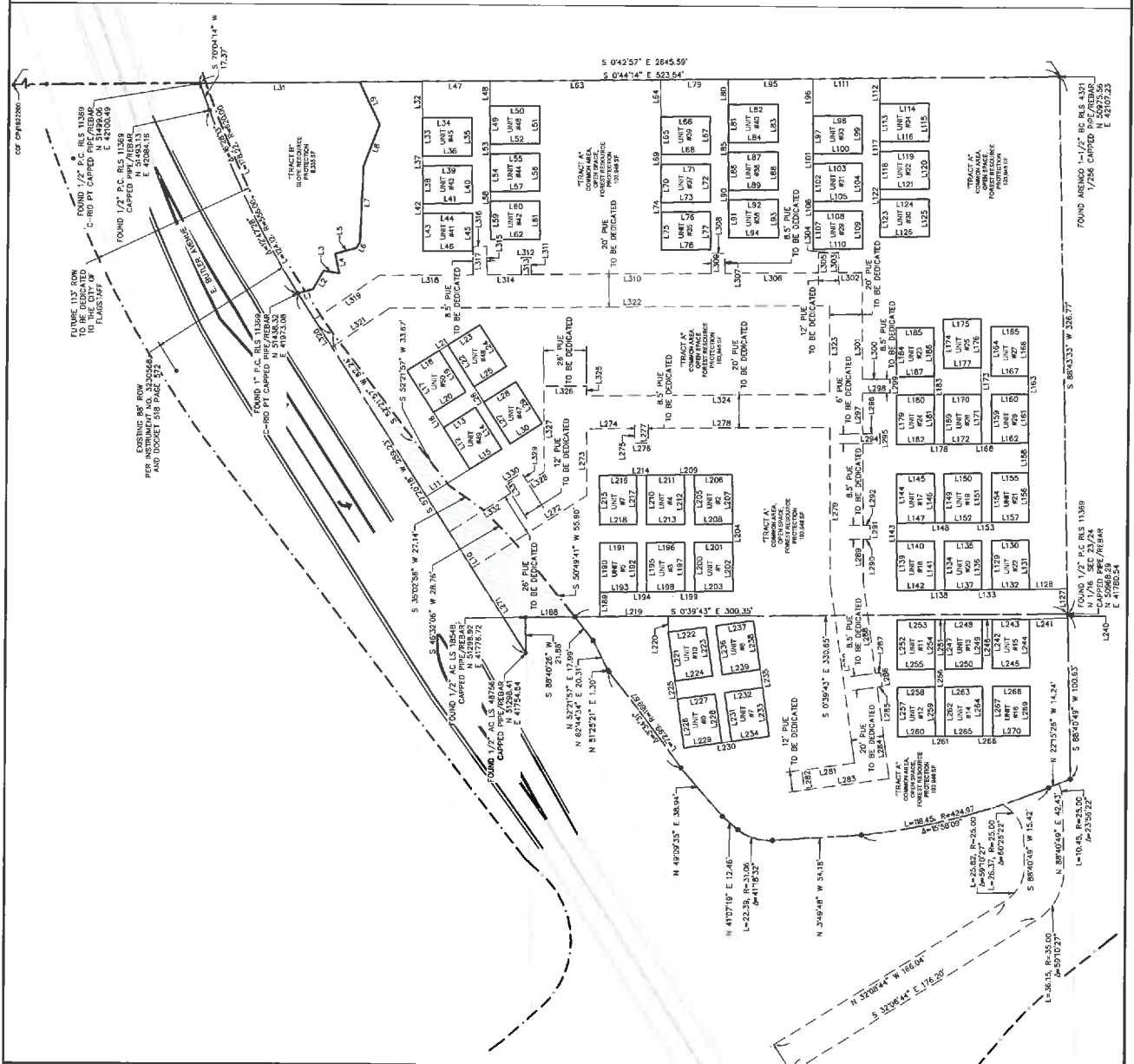
Basin ID	Basin Area (sf)	Proposed Basin Impervious Area for LID (sf)	Net Impervious Area (sf)	LID required depth (ft)
A	176,642	7,977	81,735	6.811
				0.8833

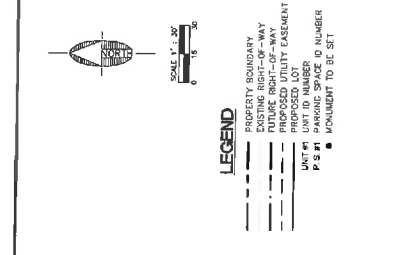
1. Gross required LID volume is for impervious area including streets, parking, driveways and buildings.  
2. For the COSWAIN, LID is not provided for the south half of Fuller Avenue abutting the property.

10/27/2013 10:13:21 AM



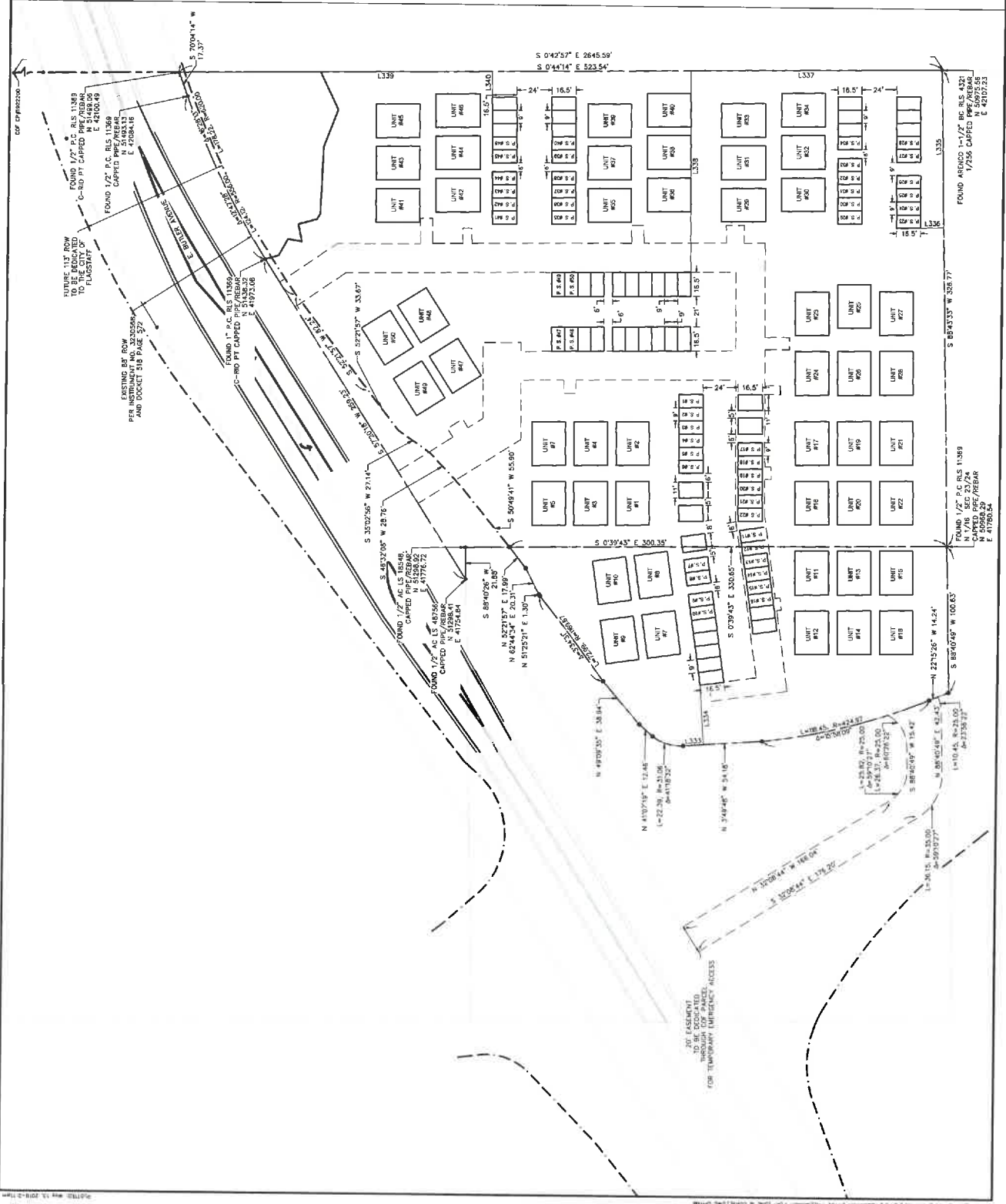
NOTES:  
1. THE FINAL SIZING OF THE WATER METER AND...  
2. BUTLER ROAD IMPROVEMENTS SHOWN TO EAST...  
3. PER UTILITY MAP, SEE UTILITY A AND B ON SHEET...  
4. OPEN SPACE AND FOREST RESOURCE PROTECTION...





**LEGEND**  
 - - - - - PROPERTY BOUNDARY  
 - - - - - EXISTING RIGHT-OF-WAY  
 - - - - - PROPOSED UTILITY ALIGNMENT  
 - - - - - PROPOSED LOT  
 - - - - - UNIT #  
 - - - - - UNIT ID NUMBER  
 - - - - - MONUMENT TO BE SET

**NOTES:**  
 1. ONE PARKING SPACE IS RESERVED PER UNIT AND OTHER USE AS A LIMITED COMMON ELEMENT. ALL OTHER USES ARE TO BE DETERMINED BY THE VISITORS AND DESIGNATED AS A COMMON ELEMENT.











# Exhibit C

## Easement

When recorded, mail to  
City Clerk  
211 West Aspen Avenue  
Flagstaff, Arizona 86001

## TEMPORARY INGRESS/EGRESS EASEMENT

For Valuable Consideration, the sufficiency and receipt of which is hereby acknowledged, the CITY OF FLAGSTAFF, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter referred to as "Grantor", hereby grants and conveys unto Woodshire on Butler, LLC, an Arizona limited liability company, hereinafter referred to as "Grantee", a non-exclusive easement for temporary access and street purposes under, over and across the real property of Grantor located at 2989 E. Butler Avenue, situated in Coconino County, Arizona, and described in Exhibit "1", which is attached hereto and by reference made a part hereof under the terms and conditions set forth below.

1. This Temporary Ingress/Egress Easement is granted to enable the Grantee to locate, operate, repair, replace, alter and maintain access services of all types. This shall include but not be limited to streets, sidewalks and other Grantee approved access improvements.
2. This Temporary Ingress/Egress includes the right to remove, alter or maintain vegetation, improvements, or obstructions within the limits of the easement that conflict with the legitimate use of This Temporary Ingress/Egress Easement.
3. Maintenance of the surface appearance of the real property subject to this easement after any disturbance or restoration caused by Grantee shall remain the responsibility of the Grantee.
4. To the extent permitted by Arizona law, Grantee hereby covenants to indemnify and save Grantor harmless from any liabilities for injuries or damages to persons or property arising out of Grantee's or its officers', agents', employees', and invitees' use of This Temporary Ingress/Egress Easement granted herein.
5. If the Grantee abandons the use contemplated by This Temporary Ingress/Egress Easement, said Easement shall terminate and the property interest herein shall revert to the Grantor. For the purposes of this agreement, the term "abandon" shall be defined as the discontinuation by Grantee to provide and maintain said street improvements for a period of one (1) year following termination of said utility or access services.
6. The Grantor shall have the right to use and enjoy the Property subject to This Temporary Ingress/Egress Easement provided such use and enjoyment does not interfere with Grantee's ability to utilize the Temporary Ingress/Egress granted herein, and further provided that, the Grantor shall not construct or permit erection or other structure or improvement that would interfere with the operation of this access or street improvement within the Temporary Ingress/Egress Easement granted herein without Grantee's written consent. The determination of whether Grantor's proposed construction of any structure or improvement interferes with the operation of this street and access improvement shall be the sole and absolute discretion of the Grantee.

Dated this 20 day of August 20~~19~~ in Flagstaff, Coconino County, Arizona.

By: Coral Evans  
Mayor, Coral Evans

STATE OF ARIZONA        )  
County of Coconino    )        ss

SUBSCRIBED AND SWORN to before me this 20 day of August, 2019  
by Coral Evans.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Stacy M. Fobar  
Notary Public

My Commission expires February 12, 2023



ATTEST:

Stacy Saltzburg  
City Clerk



# Exhibit D

## **Roadway Contribution**

ENGINEER'S OPINION OF PROBABLE COST

SWI Job # 17159  
 Woodshire on Butler  
 E. Butler Avenue  
 Flagstaff, Arizona  
 April 16, 2019



PHASE 1 FULL-BUILD OUT IMPROVEMENTS			
Asphalt Square Footage-1 right turn lane	1,545	s.f.	\$15.58*
6" Vertical Curb and Gutter	487	l.f.	\$20.00
Sidewalk	2,681	s.f.	\$7.00
Street Lights	1	ea.	\$3,333.00
Street Trees	20	ea.	\$500.00
SUBTOTAL PHASE 1 FULL-BUILD OUT IMPROVEMENTS			\$65,911.10
PHASE 2 FULL-BUILD OUT IMPROVEMENTS			
6" Vertical Curb and Gutter	383	l.f.	\$20.00
Sidewalk	2,107	s.f.	\$7.00
Street Lights	1	ea.	\$3,333.00
Street Trees	16	ea.	\$500.00
SUBTOTAL PHASE 2 FULL-BUILD OUT IMPROVEMENTS			\$8,000.00
WOODSHIRE ON BUTLER PHASE 1 & PHASE 2 CASH-IN-LIEU			\$33,742.00
*Roadway Cost per Square Foot \$15.58 was taken from Canyon Del Rio			\$99,653.00







## **AGREEMENT**

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:

### **1. INCORPORATION OF RECITALS**

Each of the recitals set forth above is incorporated into this Agreement as though fully set forth herein.

### **2. DEFINITIONS**

The following terms, whenever capitalized in this Agreement, shall have the meanings set forth below, except where the context clearly indicates otherwise:

2.1 **"Agreement"** shall mean this Development Agreement between the City and Developer.

2.2 **"A.R.S."** shall mean Arizona Revised Statutes.

2.3 **"City"** shall mean and refer to the City of Flagstaff, an Arizona municipal corporation, and any successor public body or entity.

2.4 **"Construction Permits"** shall mean any permit issued by the City or other jurisdiction that is required in order to begin construction on any On-Site or Off-Site phase or stage of the Project, including but not limited to public improvements, grading, electrical, gas, plumbing, or mechanical.

2.5 **"Developer"** shall mean and refer to Woodshire on Butler, LLC, an Arizona limited liability company, and any successor and/or assignee of Woodshire on Butler, LLC pursuant to Section 6.16 of this Agreement.

2.6 **"Effective Date"** shall mean the date this Agreement becomes effective as set forth in Section 6.1 of this Agreement.

2.7 **"Parties"** shall mean a collective reference to the City and Developer, and its successors and/or assigns.

2.8 **"Roadway Improvements"** shall mean improvements to public roadway segments and intersections.

2.9 "Site" shall have the same meaning as the term Property.

2.10 "Zoning Code" shall mean the City's Zoning Code.

### 3. APPLICABLE REGULATION AND DEVELOPMENT STANDARDS

3.1 Development Standards. The development of the Project, as well as the requirements for off-site and on-site public improvements, will be governed by the Flagstaff Zoning Code, ordinances, regulations, rules, guidelines, and policies controlling permitted uses of the site, design review standards, the density and intensity of uses, and the maximum and minimum height and size of the buildings in existence as of the Effective Date of this Agreement will apply. For any development occurring after five (5) years from the Effective Date of this Agreement, the current codes, ordinances, regulations, rules, guidelines, and standards in effect at the time of submittal shall apply. Regardless of the time of development, current City Engineering Standards, Building Code, Fire Code, and other Code provisions, regulations, rules, and guidelines will apply to the Project.

3.2 Permits & Building Fees. Developer agrees and understands that all building permits, development fees, and other fees normally applicable to construction within the City at the time of application shall apply to the Project. Developer further agrees and understands that upon the submittal date of any application or permit, the current fees in effect at the time of submittal shall apply to the Project. Denial of a Developer's permit application for failure to meet the City's criteria for such permit shall not be deemed a breach by the City of this Agreement.

### 4. IMPROVEMENT AND CONTRIBUTION REQUIREMENTS

#### 4.1 General Roadway Improvements

The Parties agree that Developer's traffic mitigation will be accomplished as described in this Section.

4.1.1 General Off-Site Roadway Improvements. Developer shall widen Butler Avenue, as shown on the Preliminary Plat, to provide a left-turn lane at the Site driveway. Additionally, Developer shall pay cash-in-lieu for constructing the required roadway frontage improvements (curb/gutter and sidewalk) and a future right-turn lane at the Butler Avenue driveway, in the amounts set forth in *Exhibit D*. The fees will be used when the City widens Butler Avenue in the future. The calculations for the estimated in-lieu fees are subdivided according to the two parcels associated with the development. In the event Developer elects to construct the project in phases (1 and 2), the fees associated with each parcel shall be paid in advance of obtaining Construction Permits on the parcel. All right-of-way dedications required for this development as set forth in the Preliminary Plat will be completed prior to issuance of Construction Permits.

4.1.2 Temporary Easement. The City will grant a temporary access easement ("the Easement") across the remaining portion of the City parcel located at 2989 E. Butler

Avenue, as defined and depicted in *Exhibit C*. The Easement will be granted after the City Parcel is acquired, at close of escrow. In the event the City Parcel is not acquired by the Developer, the Easement will not be granted by the City.

## 4.2 **General Water and Sewer Requirements**

The required Water and Sewer Impact Analysis (“WSIA”) was waived by the City of Flagstaff for the Project. Instead, the Parties agree that Developer’s water and sewer requirements will be accomplished as described in this Section.

4.2.1 **Off-Site Water Requirements.** Per the City of Flagstaff Water Services memorandum dated November 29, 2018, Developer will make a cash-in-lieu contribution of eighteen thousand one hundred eighty-one dollars and seventy-six cents (\$18,181.76) for Parcel 106-04-006C. In addition, Developer agrees to make a cash-in-lieu contribution of four thousand two hundred eighty-eight dollars and sixty-five cents (\$4,288.65) for the portion Developer intends to purchase of Parcel 106-04-007B. Both payments are for the development’s portion of the off-site improvement costs of the secondary water source and must be made prior to Construction Permits being issued.

## 4.3 **Affordable Housing**

4.3.1 **The Developer’s Obligations.** Developer agrees to provide a minimum of five (5) permanently affordable ownership units. The affordable ownership units will be deed-restricted, utilizing deed restrictions approved by the City, to secure permanent affordability and must be sold to households earning up to no more than 100% of the Area Median Income (AMI), as defined by the U.S. Department of Housing and Urban Development (HUD) or its successor. Developer must finance the costs of construction for the affordable housing units, which shall be comparable in construction quality and exterior design to the market rate units within the development. Developer will work with the City to ensure that the affordable units are dispersed throughout the Project. Each unit shall be priced a minimum of 20% less than the fair market value per square foot of comparable units, with qualifying buyers spending no more than 30% of monthly income on mortgage payments. The five units shall be two-bedroom units. The units shall be constructed and offered for sale within five (5) years from the date the property is sold.

4.3.2 **The City’s Obligations.** The City will provide income qualification of homebuyers and buyer education services for qualified homebuyers. The City will also work with the Developer to develop a mutually agreeable deed restriction for the affordable units.

4.3.3 **Term.** The provisions of this Section 4.3 shall survive termination of this Agreement up to and until all affordable units have been sold to qualified homebuyers.

## 5. **DEFAULT; REMEDIES**

5.1 **Events Constituting Default.** A party hereunder shall be deemed to be in

default under this Agreement if such party breaches any obligation required to be performed by the respective party hereunder within any time period required for such performance and such breach or default continues for a period of thirty (30) days after written notice thereof from the party not in default hereunder.

5.2. Dispute Resolution. In the event that there is a dispute hereunder which the Parties cannot resolve between themselves, the Parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by nonbinding mediation before the commencement of litigation. The mediations shall be held under the commercial mediation rules of the American Arbitration Association. The mediator selected shall have at least five (5) years' experience in mediating or arbitrating disputes relating to commercial property development. The costs of any such mediation shall be divided equally between the City and the Developer or in such other fashion as the mediator may order. The results of the mediation shall be nonbinding on the Parties and any party shall be free to initiate litigation upon the conclusion of mediation.

5.3. Developer's Remedies. In the event that the City is in default under this Agreement and fails to cure any such default within the time period required therefore as set forth in Section 5.1 above, then, in that event, in addition to all other legal and equitable remedies which the Developer may have, the Developer may terminate this Agreement by written notice delivered to the City.

5.4 City's Remedies. In the event that the Developer is in default under this Agreement, and the Developer thereafter fails to cure any such default within the time period described in Section 5.1 above, then, in that event, in addition to all other legal and equitable remedies which the City may have, the City may terminate this Agreement by written notice delivered to the Developer.

5.5 Development Rights in the Event of Termination. Upon the termination of this Agreement as provided herein, the Developer shall have no further rights to develop the Property pursuant to this Agreement.

5.6 No Personal Liability. No current or former member, official, or employee of the City or Developer when acting within the scope of their official capacity shall be personally liable (a) in the event of any default or breach by the City or Developer, as applicable; (b) for any amount which may become due to the nonbreaching party or its successor or assign; or (c) pursuant to any obligation of the City or Developer, as applicable, under the terms of this Agreement.

5.7 Liability and Indemnification. Developer shall indemnify, protect, defend and hold harmless the City, its Council members, officers, employees, and agents for, from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, out of the performance of this Agreement by City or Developer, or nonperformance of this Agreement by the Developer.

## 6. GENERAL PROVISIONS

6.1 Effective Date and Term. This Agreement shall be effective (the “**Effective Date**”) upon execution by the Parties hereto and recordation in accordance with A.R.S. § 9-500.05 (as amended). Except as otherwise stated herein, the term of this Agreement shall extend from the Effective Date of this Agreement and shall automatically terminate ten (10) years from such date.

6.2 Notices. All notices and communications provided for herein, or given in connection herewith, shall be validly made if in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

To City:

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

To Developer:

Woodshire on Butler, LLC  
Attn: Phil Petersen  
3550 North Central Suite 1101  
Phoenix, AZ 85012

or to such other addresses as either party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices given by mail shall be deemed delivered 72 hours following deposit in the United States Postal Service in the manner set forth above.

6.3 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 of any other provision of this Agreement.

6.4 Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any of the provisions of the Agreement.

6.5 Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The Developer represents and warrants that it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under applicable state laws. The Developer and the City warrant to each other that the individuals executing this Agreement on behalf of their respective Parties are authorized and empowered to bind the party on whose behalf each individual is signing. The Developer represents to the City that by entering into this Agreement, the Developer has bound the Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.

6.6 Entire Agreement. This Agreement, including the following exhibits which are incorporated in this Agreement by reference, constitutes the entire agreement between the Parties and supersedes any prior written or oral understandings or agreements between the Parties. This provision applies only to the entirety of this Agreement; additional and separate zoning stipulations and agreements with the City may apply to the Property, and this provision has no effect on them.

*Exhibit "A"    Legal Description of Property*

*Exhibit "B"    Preliminary Plat*

*Exhibit "C"    Easement*

*Exhibit "D"    Roadway Contributions*

6.7 Amendment of the Agreement. This Agreement may be amended, in whole or in part and with respect to all or any portion of the Property, only with the mutual written consent of the Parties to this Agreement or by their successors in interest or assigns. The City shall record the amendment or cancellation in the official records of the Coconino County Recorder.

6.8 Construction of Agreement. This Agreement has been arrived at by negotiation and shall not be construed against either Party.

6.9 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.

6.10 Severability. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

6.11 Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. This Agreement has been made and entered into in Coconino County, Arizona, and any lawsuit to dispute or enforce any provision of this Agreement must be brought in Coconino County, Arizona.

6.12 Recordation of Agreement and Subsequent Amendment; Cancellation. The City will record this Agreement, and any amendment or cancellation of it, in the official records of the Coconino County Recorder no later than ten (10) days after the City and the Developer execute the Agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05.

6.13 No Partnership; Third-Party. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between Developer and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization, or corporation not a

party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

6.14 Conflict of Interest. Pursuant to Arizona law, rules, and regulations, no member, official, or employee of the City shall have a personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

6.15 Compliance with All Laws. Developer will comply with all applicable Federal, State, and County laws, as well as with all applicable City ordinances, regulations, and policies.

6.16 Successors and Assigns; Restriction on Assignment by Developer. All of the covenants and conditions set forth herein shall be binding upon the successors in interest of each of the Parties hereto, except that transfer of any portions of right-of-way from the City to the State of Arizona will not result in a transfer of obligations in this Agreement to the State. Obligations accruing after a transfer of ownership will not be deemed to be an obligation of the transferor, though no transfer will relieve a transferor of any obligation that accrued prior to the transfer.

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. Such assignment must be approved by the City before the assignment is valid, which approval shall not be unreasonably withheld.

## **7. WAIVER OF CLAIM FOR DIMINUTION IN VALUE**

Developer hereby waives and fully releases any and all financial loss, injury, claims, and causes of action that the Developer may have, now or in the future, for any "diminution in value" and for any "just compensation" under the Private Property Rights Protection Act, codified in A.R.S. §§ 12-1131 through 12-1138 (the "Act"), in connection with the application of the City's existing land use laws and including Resolution Number 2019-18, CUP Number PZ-18-00105-06 and Ordinance Number 2005-10 regarding the Property. This waiver constitutes a complete release of any and all claims and causes of action that may arise or may be asserted under the Act with regard to the subject Property. Developer agrees to indemnify, hold harmless, and defend City, its officers, employees, and agents, from any and all claims, causes of actions, demands, losses and expenses, including attorney's fees and litigation costs, that may be asserted by or may result from any of the present or future owners of any interest in the Property seeking potential compensation, damages, attorney's fees, or costs under the Act that they may have, as a result of the application of the City's existing land use laws, upon the Property.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**City of Flagstaff**

Coral Evans  
Coral Evans, Mayor

Attest:

Stacy Salzburg  
City Clerk

Approved as to form and authority:

Ch. M. [Signature]  
City Attorney

**Woodshire on Butler, LLC, an Arizona  
limited liability company**

By: [Signature]

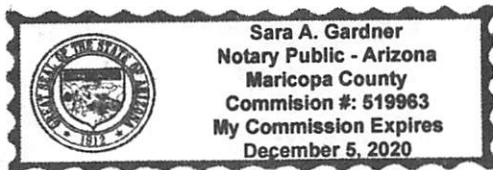
Name: Philip V. Petersen

Title: Managing Partner

STATE OF ARIZONA     )  
COUNTY OF Maricopa     )

**ACKNOWLEDGMENT**

On this 24<sup>th</sup> day of July, 2019, before me, a Notary Public, personally appeared Philip V. Petersen 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 Woodshire on Butler, LLC, an Arizona limited liability company, for the purposes therein contained.



Sara A. Gardner  
Notary Public  
My Commission Expires: Dec. 5, 2020

**List of Exhibits**

- Exhibit A: Legal Description of the Property**
- Exhibit B: Approved Preliminary Plat**
- Exhibit C: Easement**
- Exhibit D: Roadway Contribution**

# Exhibit A

## **Legal Description of the Property**

LEGAL DESCRIPTION

EXHIBIT 'A'

APN: 106-04-007B

Ref No. #18245

1-17-2019

A portion of that parcel of land as described in Instrument Number 3207467, Official Records of Coconino County (herein referred to as R1), lying within the northeast quarter of Section 23, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

**Parcel 1:**

Commencing at a the northeast corner of said Section 23, a found 2"x 2" metal plate set in concrete;

Thence along the east line of said Section 23, South 00°44'24" East, 706.41 feet (Basis of Bearing) to a found ½" rebar with yellow plastic cap stamped "RLS 11369" on the north Right-of-Way line of Butler Avenue as shown on Book 21 of Surveys, Page 25, Official Records of Coconino County (herein referred to as R2);

Thence South 00°37'35" East, 93.27 feet to a found ½" rebar with yellow plastic cap stamped "RLS 11369" on the south Right-of-Way line of Butler Avenue as shown on R2;

Thence along the east line of that parcel of land as shown on R2, South 00°44'14" East, 523.54 feet to a found 1.5" brass cap stamped "ARENCO RLS 4321" at the southeast corner of said parcel;

Thence along the south line of said parcel, South 88°43'33" West, 326.77 feet to a found ½" rebar with yellow plastic cap stamped "RLS 11369" at the southeast corner of that parcel of land as described in R1;

Thence along the south line of said parcel as described in R1, South 88°40'49" West, 216.15 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said south line, South 88°40'49" West, 110.66 feet to a found ½" rebar with yellow plastic cap stamped "WILLDAN PE 10301" at the southwest corner of said parcel;

Thence along the west line of said parcel, North 00°32'50" West, 93.37 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 74.57 feet and being subtended by a chord which bears South 62°16'52" East, 11.88 feet;

Thence leaving said west line and southeasterly along said curve, 11.90 feet through a central angle of 9°08'27";

Thence South 58°15'33" East, 19.67 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 388.50 feet and being subtended by a chord which bears South 49°18'05" East 102.42 feet;

Thence southeasterly along said curve, 102.72 feet through a central angle of 15°08'55";

Thence South 39°04'21" East, 10.51 feet to the **TRUE POINT OF BEGINNING**;

Containing 5,854 square feet, or 0.134 Acres, more or less.

**Parcel 2:**

Commencing at a the northeast corner of said Section 23, a found 2"x 2" metal plate set in concrete;

Thence along the east line of said Section 23, South 00°44'24" East, 706.41 feet (Basis of Bearing) to a found ½" rebar with yellow plastic cap stamped "RLS 11369" on the north Right-of-Way line of Butler Avenue as shown on Book 21 of Surveys, Page 25, Official Records of Coconino County (herein referred to as R2);

Thence South 00°37'35" East, 93.27 feet to a found ½" rebar with yellow plastic cap stamped "RLS 11369" on the south Right-of-Way line of Butler Avenue as shown on R2;

Thence along the east line of that parcel of land as shown on R2, South 00°44'14" East, 523.54 feet to a found 1.5" brass cap stamped "ARENCO RLS 4321" at the southeast corner of said parcel;

Thence along the south line of said parcel, South 88°43'33" West, 326.77 feet to a found ½" rebar with yellow plastic cap stamped "RLS 11369" at the southeast corner of that parcel of land as described in R1;

Thence along the south line of said parcel as described in R1, South 88°40'49" West, 100.63 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said south line, South 88°40'49" West, 115.52 feet;

Thence North 39°04'21" West, 10.51 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 388.50 feet and being subtended by a chord which bears North 49°18'05" West 102.42 feet;

Thence northwesterly along said curve, 102.72 feet through a central angle of 15°08'55";

Thence North 58°15'33" West, 19.67 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 74.57 feet and being subtended by a chord which bears North 62°16'52" West 11.88 feet;

Thence northwesterly along said curve, 11.90 feet through a central angle of  $9^{\circ}08'27''$  to a point on the west line of said parcel;

Thence along said west line, North  $00^{\circ}32'50''$  West, 50.42 feet to a set  $\frac{1}{2}$ " rebar with aluminum cap "RLS 48756" on the southerly Right-of-Way line of Butler Avenue as described in Docket 918, Page 572, Official Records of Coconino County;

Thence North  $57^{\circ}20'18''$  East, 359.20 feet to a set  $\frac{1}{2}$ " rebar with aluminum cap stamped "RLS 48756" on the southerly Right-of-Way line of said Butler Avenue, said point being in common with a point on the northwesterly property line of that parcel of land as shown on R2.

Thence North  $88^{\circ}40'26''$  East, 21.88 feet to a found  $\frac{1}{2}$ " rebar with aluminum cap stamped "LS 18548" at an angle point in the northwesterly property line of said parcel of land as shown on R2;

Thence along the west line of said parcel, South  $00^{\circ}39'43''$  East, 30.29 feet;

Thence leaving said west line, South  $52^{\circ}21'57''$  West, 17.99 feet;

Thence South  $62^{\circ}44'34''$  West, 20.31 feet;

Thence South  $51^{\circ}25'21''$  West, 1.30 feet to the beginning of a non-tangent curve concave to the northwest having a radius of 1169.67 feet and being subtended by a chord which bears South  $52^{\circ}48'05''$  West, 72.98 feet;

Thence southwesterly along said curve, 72.99 feet through a central angle of  $3^{\circ}34'31''$ ;

Thence South  $49^{\circ}09'35''$  West, 38.94 feet;

Thence South  $41^{\circ}07'19''$  West, 12.46 feet to the beginning of a non-tangent curve concave to the east having a radius of 31.06 feet and being subtended by a chord which bears South  $16^{\circ}49'28''$  West, 21.91 feet;

Thence southwesterly and southerly along said curve, 22.39 feet through a central angle of  $41^{\circ}18'32''$ ;

Thence South  $03^{\circ}49'48''$  East, 54.18 feet to the beginning of a non-tangent curve concave to the east having a radius of 424.97 feet and being subtended by a chord which bears South  $14^{\circ}21'56''$  East 118.06 feet;

Thence southerly along said curve, 118.45 feet through a central angle of  $15^{\circ}58'09''$ ;

Thence South  $22^{\circ}15'26''$  East, 14.24 feet to the **TRUE POINT OF BEGINNING**;

Containing 41,256 square feet, or 0.947 Acres, more or less.

**Parcel 3:**

Commencing at a the northeast corner of said Section 23, a found 2"x 2" metal plate set in concrete;

Thence along the east line of said Section 23, South 00°44'24" East, 706.41 feet (Basis of Bearing) to a found ½" rebar with yellow plastic cap stamped "RLS 11369" on the north Right-of-Way line of Butler Avenue as shown on Book 21 of Surveys, Page 25, Official Records of Coconino County (herein referred to as R2);

Thence South 00°37'35" East, 93.27 feet to a found ½" rebar with yellow plastic cap stamped "RLS 11369" on the south Right-of-Way line of Butler Avenue as shown on R2;

Thence along the east line of that parcel of land as shown on R2, South 00°44'14" East, 523.54 feet to a found 1.5" brass cap stamped "ARENCO RLS 4321" at the southeast corner of said parcel;

Thence along the south line of said parcel, South 88°43'33" West, 326.77 feet to a found ½" rebar with yellow plastic cap stamped "RLS 11369" at the southeast corner of that parcel of land as described in R1 and the **TRUE POINT OF BEGINNING**;

Thence along the south line of said parcel as described in R1, South 88°40'49" West, 100.63 feet;

Thence leaving said south line, North 22°15'26" West, 14.24 feet to the beginning of a non-tangent curve concave to the east having a radius of 424.97 feet and being subtended by a chord which bears North 14°21'56" West 118.06 feet;

Thence northerly along said curve, 118.45 feet through a central angle of 15°58'09";

Thence North 03°49'48" West, 54.18 feet to the beginning of a tangent curve concave to the east, having a radius of 31.06 feet;

Thence northeasterly along said curve, 22.39 feet through a central angle of 41°18'32";

Thence North 41°07'19" East, 12.46 feet;

Thence North 49°09'35" East, 38.94 feet to the beginning of a non-tangent curve concave to the northwest having a radius of 1169.67 feet and being subtended by a chord which bears North 52°48'05" East 72.98 feet;

Thence northeasterly along said curve, 72.99 feet through a central angle of 3°34'31";

Thence North 51°25'21" East, 1.30 feet;

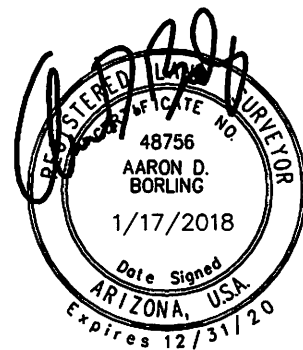
Thence North 62°44'34" East, 20.31 feet;

Thence North 52°21'57" East, 17.99 feet to a point on the west line of that parcel of land as shown on R2;

Thence along said west line, South 00°39'43" East, 300.35 feet to the **TRUE POINT OF BEGINNING**;

Containing 32,404 square feet, or 0.7439 Acres, more or less.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, AZ.

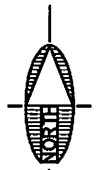


PLOTTED: Jan 18, 2019-10:02am

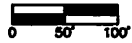
# EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 23,  
TOWNSHIP 21 NORTH, RANGE 7 EAST  
GILA AND SALT RIVER MERIDIAN  
COCONINO COUNTY, ARIZONA

POINT OF  
COMMENCEMENT  
NE COR.  
SEC. 23



SCALE: 1" = 100'



S 0°44'24" E 706.41'  
(BASIS OF BEARING)

'RLS 11369'

'RLS 11369'

APN: 106-04-006B

'RLS 11369'

APN:  
106-04-006C

E. BUTLER AVE

N 0°40'53" W  
186.85'

'RLS 48756'

SUBJECT PARCEL  
APN: 106-04-007B

PARCEL 3

PARCEL 2

PARCEL 1

APN: 106-04-006C



S 0°39'43" E 300.35'

'RLS 11369'

S 88°43'33" W 326.77'

'RLS 4321'

APN:  
106-04-005B

POB  
PARCEL 1

POB  
PARCEL 2

POB  
PARCEL 3

E 1/4 COR.  
SEC. 23



Shepherd & Wesnitzer, Inc.

110 W. Dale Avenue  
Flagstaff, AZ 86001  
928.773.0354  
928.774.8934 fax  
www.swiaz.com

JOB NO.	18245
DATE	JAN. '19
SCALE	AS SHOWN
DRAWN	TNO
DESIGN	
CHECKED	ADB

FLAGSTAFF ARIZONA	SHEET <b>6</b> OF 7
LEGAL EXHIBIT	

FILE: P:\2018\18245\COF LEGALS\DRAWINGS\18245- LEGAL EXHIBIT.DWG ABORLING

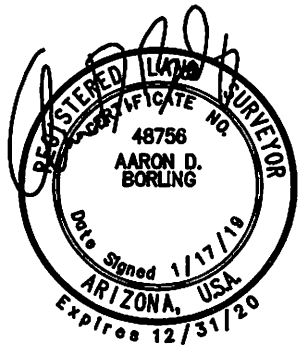


PLOTTED: Jan 18, 2019-10:02am

# EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 23,  
TOWNSHIP 21 NORTH, RANGE 7 EAST  
GILA AND SALT RIVER MERIDIAN  
COCONINO COUNTY, ARIZONA

Curve Table						Parcel Line Table		
Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Line #	Length	Direction
C1	11.90	74.57	9.14	S62° 16' 52"E	11.88	L1	110.66	S88° 40' 49"W
C2	102.72	388.50	15.15	S49° 18' 05"E	102.42	L2	93.37	N0° 32' 50"W
C3	72.99	1169.67	3.58	N52° 48' 05"E	72.98	L3	19.67	S58° 15' 33"E
C4	22.39	31.06	41.31	N16° 49' 28"E	21.91	L4	10.51	S39° 04' 21"E
C5	118.45	424.97	15.97	N14° 21' 56"W	118.06	L5	115.52	S88° 40' 49"W
						L6	50.42	N0° 32' 50"W
						L8	21.88	N88° 40' 26"E
						L9	30.29	S0° 39' 43"E
						L10	17.99	N52° 21' 57"E
						L11	20.31	N62° 44' 34"E
						L12	1.30	S51° 25' 21"W
						L13	38.94	S49° 09' 35"W
						L14	12.46	S41° 07' 19"W
						L15	54.18	S3° 49' 48"E
						L16	14.24	S22° 15' 26"E
						L17	100.63	S88° 40' 49"W
						L21	93.27	S0° 37' 35"E



FILE: P:\2018\18245\COF LEGALS\DRAWINGS\18245- LEGAL EXHIBIT.DWG ABORLING



110 W. Dale Avenue  
Flagstaff, AZ 86001  
928.773.0354  
928.774.8934 fax  
www.swiaz.com

JOB NO.	18245
DATE	JAN. '19
SCALE	AS SHOWN
DRAWN	TNO
DESIGN	
CHECKED	ADB

FLAGSTAFF ARIZONA	LEGAL EXHIBIT

SHEET  
**7**  
OF 7

# Exhibit B

**Approved Preliminary Plat**

PLOTTED: May 13, 2024 2:10pm

# PRELIMINARY PLAT FOR WOODSHIRE ON BUTLER CONDOMINIUMS FLAGSTAFF, ARIZONA

LOCATED IN SECTION 23, TOWNSHIP 21 NORTH,  
RANGE 7 EAST, GILA AND SALT BASE AND  
MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA

### CITY CONCEPT APPROVAL

THE CITY APPROVES THESE PLANS FOR CONCEPT ONLY. ALL LIABILITY FOR ERRORS AND OMISSIONS IS THE RESPONSIBILITY OF THE DESIGN ENGINEER.

#### CITY ENGINEER:

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

#### CITY PUBLIC WORKS DIRECTOR

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

#### CITY WATER SERVICES DIRECTOR

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

### AUTHORIZATION TO CONSTRUCT:

THE SIGNATURES ABOVE ARE REQUIRED BEFORE THE CONTRACTOR CAN COMMENCE. UNSIGNED, THESE PLANS HAVE NOT BEEN COMPLETED WITH RESPECT TO AGENCY REVIEW AND APPROVAL.

### ADEQUATE WATER SUPPLY NOTE:

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. 41-900002.0002.

### UTILITY COMPANY APPROVAL

#### ARIZONA PUBLIC SERVICE

MEGAN MCCARTHY 4/29/21  
BY: LETTER DATE:

#### UNISOURCE ENERGY SERVICES

MARTIN CONROY 4/19/21  
BY: LETTER DATE:

#### CENTURYLINK

MANUEL HERNANDEZ 4/16/21  
BY: LETTER DATE:

#### ALTICE USA

STANFORD YAZZIE \_\_\_\_\_  
BY: LETTER DATE:

#### UTILITY COMPANY CONTACTS

##### APS

CONTACT: MEGAN MCCARTHY  
2200 E. HUNTINGTON  
FLAGSTAFF, AZ 86004  
MEGAN.MCCARTHY@APS.COM  
PHONE: (928) 773-6447

##### UNISOURCE ENERGY SERVICES

CONTACT: MARTIN CONROY  
2901 W. SHARRELL BLVD. #110  
FLAGSTAFF, AZ 86001  
MCONROY@AESAZ.COM  
PHONE: (928) 226-2269

##### CENTURYLINK

CONTACT: MANUEL HERNANDEZ  
112 NORTH BEAVER STREET  
FLAGSTAFF, AZ 86001  
MANUEL.HERNANDEZ@CENTURYLINK.COM  
PHONE: (928) 779-4935

##### ALTICE USA

CONTACT: STANFORD YAZZIE  
1601 SOUTH PLAZA WAY  
FLAGSTAFF, AZ 86001  
STANFORD.YAZZIE@ALTICEUSA.COM  
PHONE: (928) 256-0672

##### 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. 41-900002.0002.

### RESOURCE PRESERVATION

THE PROJECT DOES FALL WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE. THERE ARE RESOURCES WITHIN THE PROJECT THAT REQUIRE PRESERVATION.

### IMPERVIOUS AREA SUMMARY

PRE-DEVELOPMENT IMPERVIOUS AREA: 7,977 SF  
POST-DEVELOPMENT IMPERVIOUS AREA: 89,712 SF

### FEMA DESIGNATION

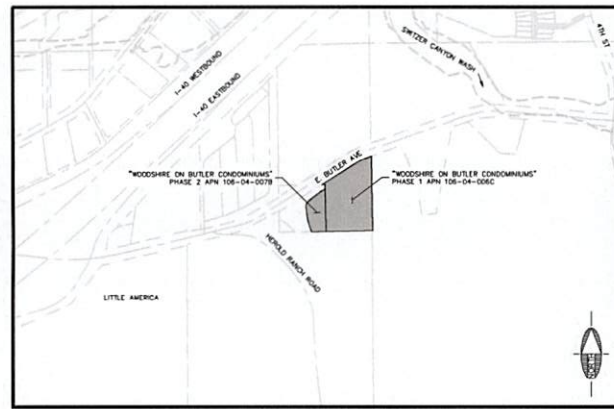
THIS PROJECT IS LOCATED WITHIN ZONE X OF FEMA FIRM MAP #04005068286, EFFECTIVE SEPTEMBER 3, 2010. ZONE X IS DESCRIBED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

### WATER AND SEWER IMPACT ANALYSIS

THE PRELIMINARY PLAT DOES NOT HAVE SIGNIFICANT IMPACT TO THE EXISTING OFF-SITE WATER OR SEWER INFRASTRUCTURE. THE W.S.I.A. WAS WAIVED BY THE BY THE CITY OF FLAGSTAFF UTILITIES DEPARTMENT DATED NOVEMBER 29, 2018.

### EARTHWORK SUMMARY

EXCAVATION: 2,071 C.Y.  
EMBANKMENT: 5,886 C.Y.



VICINITY MAP  
N.T.S.

SHEET INDEX	
SHEET NO.	DESCRIPTION
CVR	1 COVER SHEET
DM01	2 OVERVIEW MAP
PM01	3 PRELIMINARY PLAT OVERVIEW
GD01	4 GRADING & DRAINAGE PLAN
PP01	5 PRELIMINARY PLAT (1)
PP02	6 PRELIMINARY PLAT (2)
PP03	7 PRELIMINARY PLAT (3)
RI01	8 ROADWAY IMPROVEMENTS
NR01	9 NATURAL RESOURCE PROTECTION PLAN

#### PROJECT OWNER

BROOKFIELD COMMUNITIES, INC.  
CONTACT: PHILIP PETERSEN  
3550 N. CENTRAL AVENUE #101  
PHOENIX, AZ 85012  
(602) 265-4400

#### PROJECT DEVELOPER

BROOKFIELD COMMUNITIES, INC.  
CONTACT: PHILIP PETERSEN  
3550 N. CENTRAL AVENUE #101  
PHOENIX, AZ 85012  
(602) 265-4400

#### PROJECT ARCHITECT

THIRTY THREE NORTH ARCHITECTS  
CONTACT: LARRY ALLEN  
2315 E. WASHINGTON STREET  
PHOENIX, AZ 85034  
(602) 707-6240

#### PROJECT ENGINEER

SHEPHARD-WEINSTEIN INC.  
CONTACT: GUILLELMO E. CORTES  
110 WEST DALE AVE  
FLAGSTAFF, AZ 86001  
(928) 773-0354

#### PROPERTY INFORMATION

APN#: 106-04-006C (3.31 AC)  
3001 E. BUTLER AVENUE  
FLAGSTAFF, AZ 86001  
ZONING: HIGH DENSITY RESIDENTIAL (HR)

APN#: 106-04-007B (4.075 AC)  
2989 E. BUTLER AVENUE  
FLAGSTAFF, AZ 86001  
ZONING: HIGHWAY COMMERCIAL (HC)

#### SOURCE OF PROJECT INFORMATION

BOUNDARY INFORMATION FOR ASSESSOR'S PARCEL NUMBER 106-04-006C SHOWN HEREIN PER AN ALTA/ACSM LAND TITLE SURVEY PREPARED BY WOODSON ENGINEERING, INC. DATED 9/24/2003. INSTRUMENT NUMBER 3230568 (BOOK 21 OF SURVEYS, PAGE 25), OFFICIAL RECORDS OF COCONINO COUNTY, ARIZONA. BOUNDARY INFORMATION FOR ASSESSOR'S PARCEL NUMBER 106-04-007B SHOWN HEREIN PER A RESULTS OF SURVEY PREPARED BY SHEPHARD-WEINSTEIN, INC. DATED 4/15/2019, INSTRUMENT NUMBER 3828374, OFFICIAL RECORDS OF COCONINO COUNTY, ARIZONA. TOPOGRAPHIC AND TREE SURVEY INFORMATION BASED ON A FIELD SURVEY PERFORMED BY SHEPHARD-WEINSTEIN, INC. IN AUGUST, 2003 AND SUPPLEMENTAL SURVEY IN MARCH, 2019.

#### BASIS OF BEARING

LINEAR UNIT:  
INTERNATIONAL FEET  
HORIZONTAL DATUM:  
CITY OF FLAGSTAFF LOCAL COORDINATE SYSTEM, 1992 DEFINITION (MODIFIED ARIZONA STATE PLANE, 1983, CENTRAL ZONE)  
VERTICAL DATUM:  
NAVD83 REFERENCED TO CITY OF FLAGSTAFF POINT #1922200

#### PROJECT BENCHMARK

CITY OF FLAGSTAFF POINT #1922200 (2" STEEL PLATE, NORTHEAST CORNER OF SECTION 23 TOWNSHIP 21N RANGE 7E GASRM)

#### NORTHING

52,298.67 FT  
EASTING: 42,092.35 FT  
ELEVATION: 6836.56 FT  
GRID BEARING AND DISTANCE FROM C.O.F. #1922200 TO C.O.F. #2022200: 50° 47' 57" E 2645.59 FT

#### LEGAL DESCRIPTIONS

ASSESSOR'S PARCEL NUMBER 106-04-006C ACCORDING TO INSTRUMENT NUMBERS 3230568, OFFICIAL RECORDS OF COCONINO COUNTY, ARIZONA. ASSESSOR'S PARCEL NUMBER 106-04-007B ACCORDING TO INSTRUMENT NUMBERS 3828374, OFFICIAL RECORDS OF COCONINO COUNTY, ARIZONA.

### LEGEND

---	PROJECT BOUNDARY	---	EX. LOT LINE
---	LOT LINE	---	EX. EASEMENT
---	ROW	---	EX. 100-YR FLOORPLAN
---	EASEMENT	---	EX. INTERMEDIATE CONTOR
---	GRAVITY SEWER LINE	---	EX. INDEX CONTOUR
---	WATER LINE	---	EX. WATER LINE
---	PROPOSED SEWER SERVICE	---	EX. SEWER LINE
---	PROPOSED WATER SERVICE	---	EX. GAS
---	100-YR FLOORPLAN	---	EX. STORM DRAIN
---	STORM DRAIN PIPE	---	EX. UNDERGROUND UTIL.
---	FIRE HYDRANT	---	EX. OVERHEAD UTIL.
---	WATER METER	---	EX. WATER VALVE
---	SEWER MANHOLE	---	EX. IRRIGATION
---	REDUCED PRESSURE BACKFLOW PREVENTION ASSEMBLY	---	EX. SKIN
---	GATE VALVE	---	EX. DRAINAGE ARROW
---	DRAINAGE ARROW		

#### 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. Boring, RLS 48756



FLAGSTAFF  
ARIZONA  
WOODSHIRE ON BUTLER CONDOMINIUMS  
COVER SHEET

JOB NO. 17179  
DATE: MAY 13  
AS SHOWN  
DRAWN: CDP  
CHKD: CDP  
CHECKED: JEC  
110 W. Dale Avenue  
Flagstaff, AZ 86001  
928-773-0354  
www.s-w-i.com



REVISIONS	DATE	BY



DRAWING NO. CVR  
SHT. NO. 1 OF 9

C.O.F. #FZ-18-00105

FILE: P:\2024\17179\WOODSHIRE\PLAT\17179-0002.DWG DATE: 5/13/24 2:10 PM



**PROJECT DATA**

INTERMEDIATE GROSS SITE AREA = 176,842 SF / 4.06 ACRE  
 FULL-BUILD OUT NET SITE AREA (WITH FUTURE ROW DEDICATION) = 177,170 SF / 3.93 ACRE

PLANNED RESIDENTIAL DEVELOPMENT STANDARDS = BUNGALOW COURTS  
 PHASE 1 - HIGH DENSITY RESIDENTIAL  
 (REQUIRED TO MEET PREVIOUSLY APPROVED ORDINANCE BASED 2005 REZONING)

FRONT 24' SETBACK  
 SIDE 15' SETBACK  
 REAR 20' SETBACK

NUMBER OF UNITS PER COURT = 3 MIN, 9 MAX  
 PROPOSED NUMBER OF UNITS PER COURT = 4 MIN, 6 MAX  
 TOTAL NUMBER OF UNITS = 50 (INCLUDES 5 AFFORDABLE UNITS)

BUILDING SIZE = 32'x24' MAX  
 PROPOSED BUILDING SIZE = 23'x26'  
 BUILDING AREA = 1,110 SF  
 BUILDING HEIGHT = 60' MAX, 2 STORES MAX  
 PROPOSED BUILDING HEIGHT = 25' 7-1/2", 2 STORES

PROPOSED PEDESTRIAN ACCESS = PUBLIC COURTYARD  
 PROPOSED COURTYARD = 15'x15' LONG AXIS OPEN TO THE STREET  
 PROPOSED FRONTAGE = LARGER STOOP  
 PROPOSED VEHICULAR ACCESS AND PARKING = OPEN PARKING SPACES ARE INDIVIDUALLY ACCESSIBLE VIA COMMON PARKING AREA LOCATED AT THE REAR OR SIDE OF THE UNIT

OPEN SPACE AREA = 15% MIN  
 PROPOSED OPEN SPACE AREA = 54%

DENSITY = 10 DU/ACRE MIN, 22 DU/ACRE MAX  
 PROPOSED DENSITY = 12 DU/ACRE

LOT COVERAGE = 50% MAX  
 PROPOSED LOT COVERAGE = 27%

141.2 STANDARDS  
 PHASE 2 - HIGHWAY COMMERCIAL

FRONT SETBACK = 5' MIN, 12' MAX  
 SIDE AND REAR SETBACK = 3' MIN  
 SIDE STREET SETBACK = 10 MIN, 15' MAX

BUILDING HEIGHT = 52' MAX, 4 STORES MAX  
 PROPOSED BUILDING HEIGHT = 25' 6", 2 STORES  
 PROPOSED COMMON YARD, LARGER STOOP  
 ALLOWED USES: RESIDENTIAL SINGLE-FAMILY DWELLING  
 PROPOSED USE: BUNGALOW COURTS

LOT COVERAGE = 80% MAX  
 PROPOSED LOT COVERAGE = 27%

PARKING  
 TOTAL PARKING REQUIRED = 110 SPACES MIN  
 TOTAL PARKING REQUIRED WITH ADJUSTMENTS = 90 SPACES  
 TOTAL PARKING PROVIDED = 90 SPACES (INCLUDES 5 ADA SPACES)  
 TOTAL BIKING STORAGE = 6 SPACES

PARKING ADJUSTMENTS  
 AFFORDABLE HOUSING - 1.5 SPACES REQUIRED PER 2-3 BEDROOM (5 AFFORDABLE UNITS)  
 TRANSIT - 10% REDUCTION (BLACK BARTS BUS STOP WITHIN ONE-QUARTER OF A MILE)  
 FOREST RESOURCES - 5% REDUCTION (SITE WAS LAD OUT TO SAVE AS MANY TREES AS POSSIBLE)  
 BICYCLE PARKING - 5% REDUCTION (BIKE STORAGE PROVIDED)

PROPOSED TEMPORARY EMERGENCY ACCESS (TO BE UNDERLID)

20' EASEMENT TO BE DEDICATED THROUGH COF PARCEL

PROPOSED 24' GATE

PROPOSED 15' SIDE STREET SETBACK

PROPOSED 1" WATER METER (TYP.)

PROPOSED 1.5" WATER SERVICE (TYP.)

PROPOSED 3' REAR SETBACK

PROPOSED 3' SIDE SETBACK

PROPOSED 20' REAR SETBACK

PROPOSED 20' REAR SETBACK

PROPOSED 20' REAR SETBACK

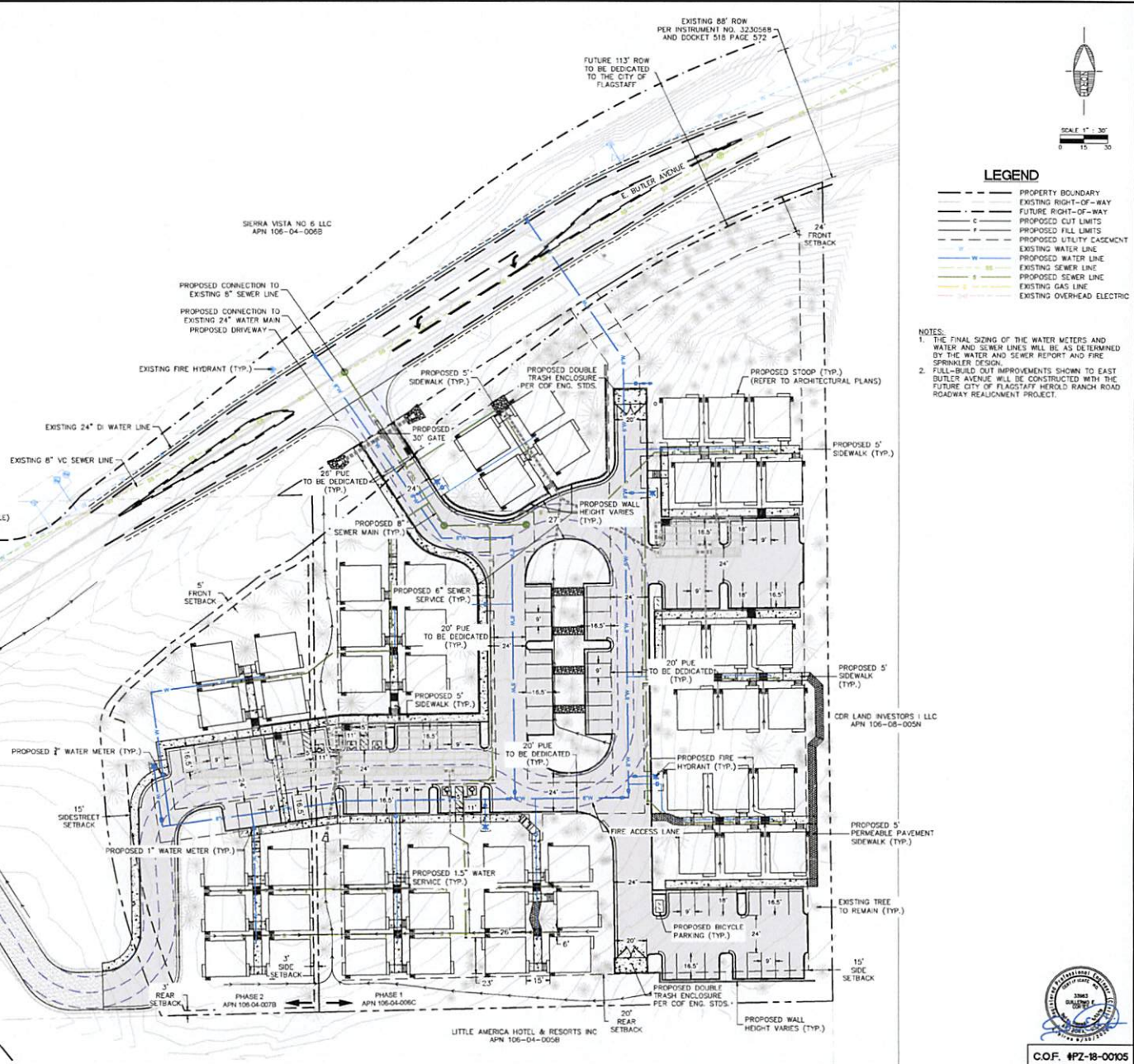
PROPOSED 20' REAR SETBACK

PROPOSED 20' REAR SETBACK

PROPOSED 20' REAR SETBACK

PROPOSED 20' REAR SETBACK

PROPOSED 20' REAR SETBACK



**LEGEND**

- PROPERTY BOUNDARY
- EXISTING RIGHT-OF-WAY
- FUTURE RIGHT-OF-WAY
- PROPOSED CUT LIMITS
- PROPOSED FILL LIMITS
- PROPOSED UTILITY EASEMENT
- EXISTING WATER LINE
- PROPOSED WATER LINE
- EXISTING SEWER LINE
- PROPOSED SEWER LINE
- EXISTING GAS LINE
- EXISTING OVERHEAD ELECTRIC

**NOTES:**

- THE FINAL SIZING OF THE WATER METERS AND WATER AND SEWER LINES WILL BE AS DETERMINED BY THE WATER AND SEWER REPORT AND FIRE SPRINKLER DESIGN.
- FULL-BUILD OUT IMPROVEMENTS SHOWN TO EAST BUTLER AVENUE WILL BE CONSTRUCTED WITH THE FUTURE CITY OF FLAGSTAFF HEROLD RANCH ROAD ROADWAY REALIGNMENT PROJECT.

**OPEN SPACE ANALYSIS**

PLANNED RESIDENTIAL DEVELOPMENT	
TOTAL GROSS SITE AREA (SF)	176,842
15% OF GROSS SITE AREA (SF)	26,496
REQUIRED OPEN SPACE (SF)	26,496
PROVIDED OPEN SPACE (SF)	94,907
BUNGALOW COURT	
TOTAL AREA OF LOTS (SF)	47,753
15% OF LOT COVERAGE (SF)	7,163
REQUIRED OPEN SPACE (SF)	7,163
PROVIDED OPEN SPACE (SF)	12,383

1. Open Space is active and passive recreation areas, landscape areas, and community gardens according to the Flagstaff Zoning Code 10-40.30.30.  
 2. The term "lot" refers to a bungalow court.  
 3. Refer to the Project Narrative for Open Space explanation.

**PRELIMINARY PLAT OVERVIEW**

WOODSHIRE ON BUTLER CONDOMINIUMS  
 FLAGSTAFF ARIZONA

APR NO. 1719  
 DATE: MAY 19  
 SCALE: AS SHOWN  
 DRAWN: JMM  
 CHECKED: JEC

110 W. Dove Avenue  
 Flagstaff, AZ 86001  
 920.777.0335  
 920.777.0334 fax  
 www.swhz.com

**SWI**  
 Shephard Westzetter, Inc.

NO.	DESCRIPTION	REVISIONS	DATE	BY

Arizona Board of Professional Engineers and Land Surveyors  
 State of Arizona  
 License No. 1500-EM-CT-120-0461

DRAWING NO. **PM01**  
 SHEET NO. 3 OF 9  
 C.O.F. #PZ-18-00105

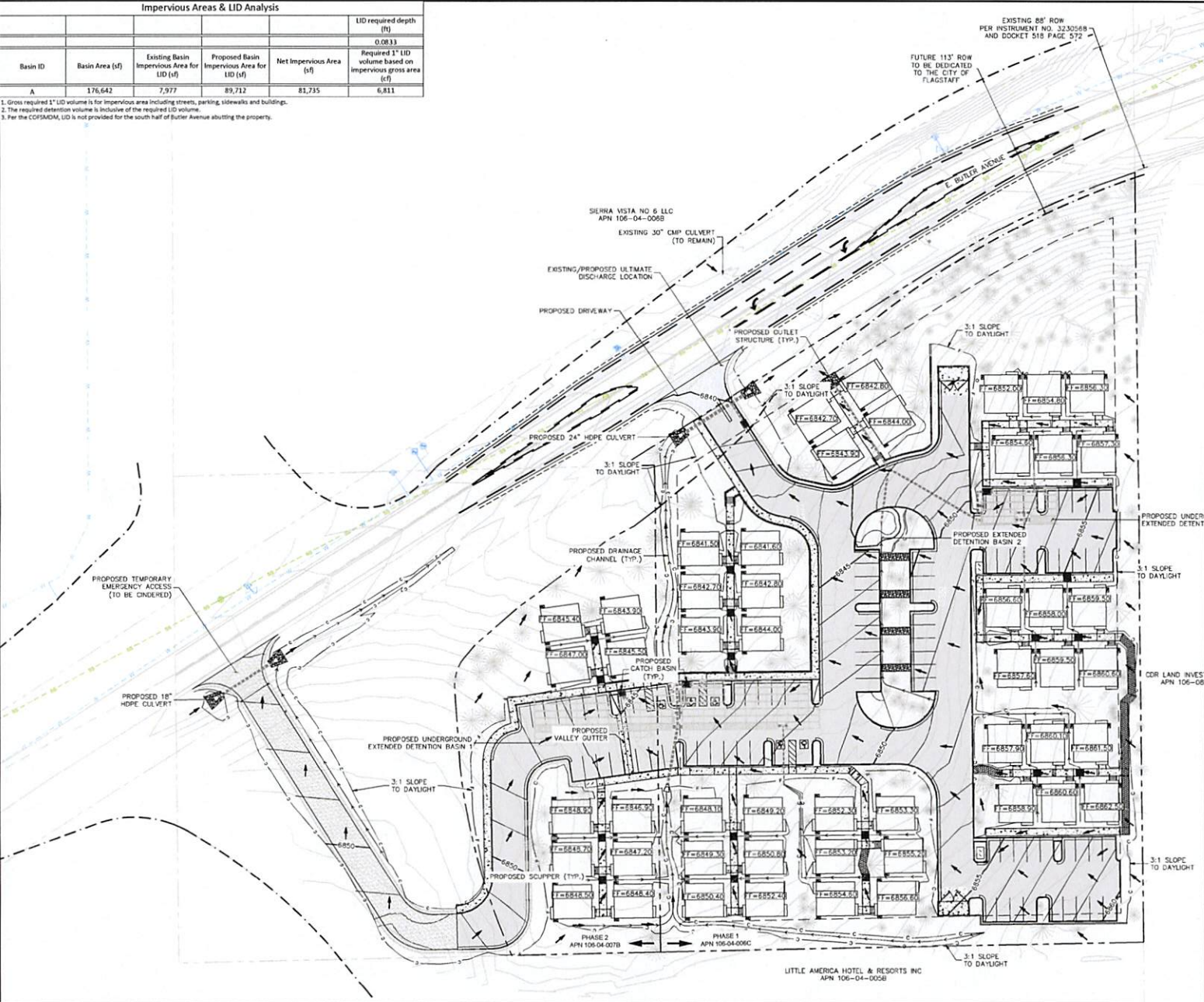
DATE: May 13, 2019 2:10pm

FILE: P:\3107\17510\GARDENWAY\3107\17510\DWG\17510-0101\DRAWING PA - LIDING.DWG

**Impervious Areas & LID Analysis**

Basin ID	Basin Area (sf)	Existing Basin Impervious Area for LID (sf)	Proposed Basin Impervious Area for LID (sf)	Net Impervious Area (sf)	Required 1' LID volume based on impervious gross area (cf)	LID required depth (ft)
A	176,642	7,977	89,712	81,735	6,811	0.0833

1. Gross required 1' LID volume is for impervious area including streets, parking, sidewalks and buildings.
2. The required detention volume is inclusive of the required LID volume.
3. For the COFSMOM, LID is not provided for the south half of Butler Avenue abutting the property.



**LEGEND**

- PROPERTY BOUNDARY
- - - EXISTING RIGHT-OF-WAY
- - - FUTURE RIGHT-OF-WAY
- - - PROPOSED CUT LIMITS
- - - PROPOSED FILL LIMITS
- - - PROPOSED STORM DRAIN PIPE
- DRAINAGE ARROW

- NOTES:**
1. THE FINAL SIZING OF THE WATER METERS AND WATER AND SEWER LINES WILL BE AS DETERMINED BY THE WATER AND SEWER REPORT AND FIRE SPRINKLER DESIGN.
  2. FULL-BUILD OUT IMPROVEMENTS SHOWN TO EAST BUTLER AVENUE WILL BE CONSTRUCTED WITH THE FUTURE CITY OF FLAGSTAFF HEROLD RANCH ROAD ROADWAY REALIGNMENT PROJECT.



**GRADING & DRAINAGE PLAN**

PROJECT NO.	17510
DATE	MAY 19
SCALE	AS SHOWN
DRAWN	CHP
CHECKED	CHP
DESIGNED	CHP
DATE	05/13/19

**SWI**  
Shepherd Wesitzer, Inc.

110 W. Oak Avenue  
Flagstaff, AZ 86001  
920.774.2354  
920.774.6934 fax  
www.swi.com

NO.	DESCRIPTION	REVISED

Call of best use. All work shall conform to applicable codes and standards.

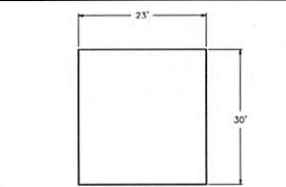
**ARIZONA**  
REGISTERED PROFESSIONAL ENGINEER  
No. 8411 - # 1180-EMEC-01 (12-13-04)

DRAWING NO.	GD01
SHEET NO.	4
TOTAL SHEETS	9

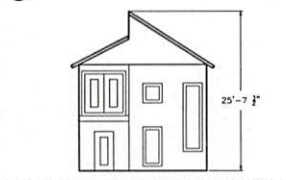
C.O.F. #PZ-18-00105



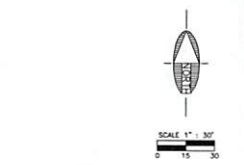
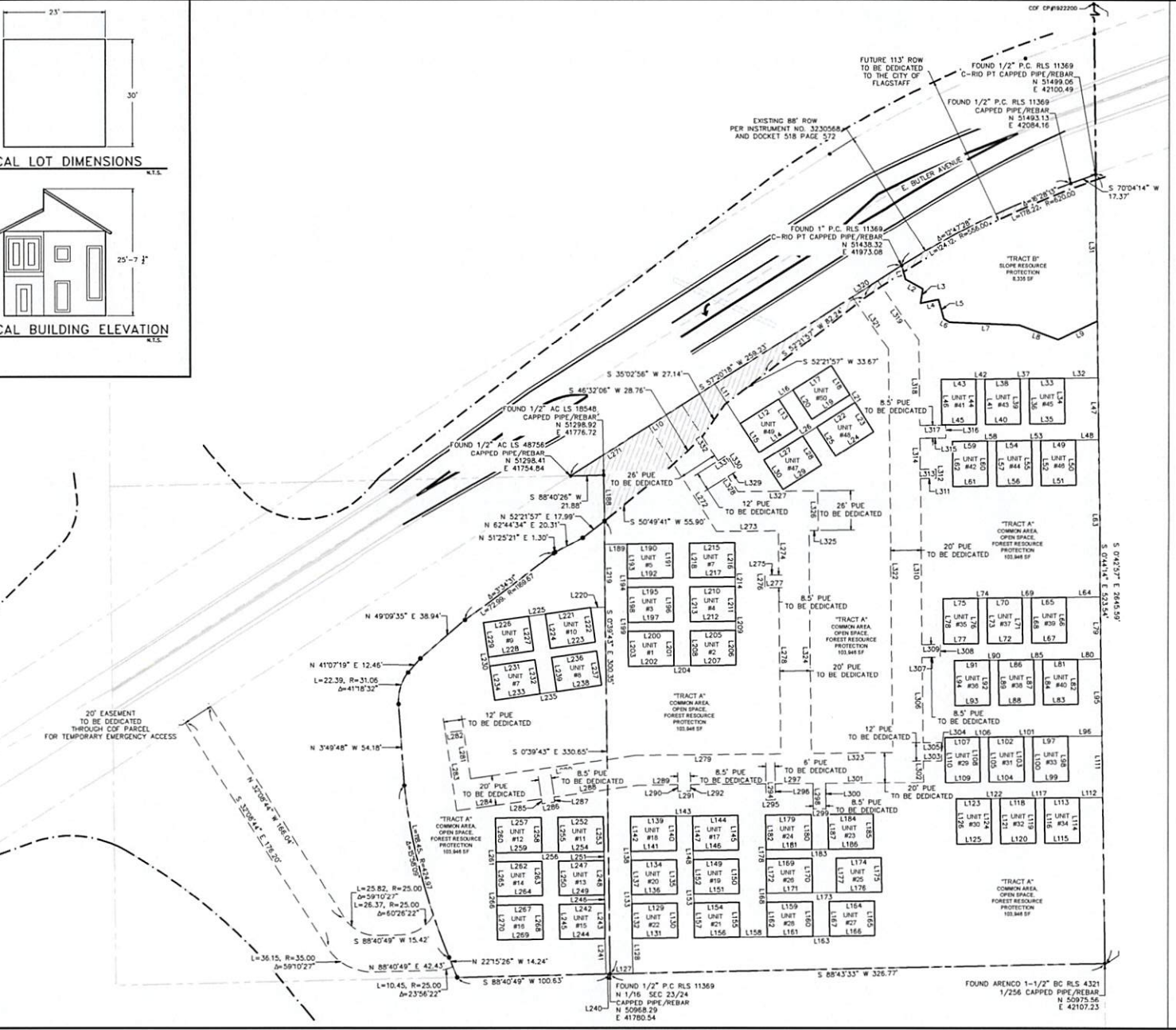
PLOTTED: May 13, 2019 12:11pm



A TYPICAL LOT DIMENSIONS



B TYPICAL BUILDING ELEVATION



- LEGEND**
- PROPERTY BOUNDARY
  - EXISTING RIGHT-OF-WAY
  - FUTURE RIGHT-OF-WAY
  - PROPOSED UTILITY EASEMENT
  - PROPOSED LOT
  - UNIT #1 UNIT ID NUMBER
  - P.S.#1 PARKING SPACE ID NUMBER
  - MONUMENT TO BE SET

- NOTES:**
- THE FINAL SIZING OF THE WATER METER AND WATER AND SEWER LINES WILL BE AS DETERMINED BY THE WATER AND SEWER REPORT AND FIRE SPRINKLER DESIGN.
  - FULL-BUILD OUT IMPROVEMENTS SHOWN TO EAST BUTLER AVENUE WILL BE CONSTRUCTED WITH THE FUTURE CITY OF FLAGSTAFF HEROLD RANCH ROAD ROADWAY REALIGNMENT PROJECT.
  - THE TYPICAL SIZE OF EACH INDIVIDUAL LOT IS 690 SF (17.682 SQ). SEE DETAILS A AND B ON SHEET PPO3.
  - "TRACT A" TO BE DEDICATED AS COMMON AREA, OPEN SPACE, AND FOREST RESOURCE PROTECTION PER FUTURE COAR. "TRACT B" TO BE DEDICATED AS SLOPE RESOURCE PROTECTION. REFER TO THE NATURAL RESOURCE PROTECTION PLAN FOR THE RESOURCES TO BE PRESERVED.

FILE: P:\2017\1705\WOODSHIRE\PLAT\PRELIMINARY\1705-PRELIMINARY PLAT (LINE & CONCRETE) CHINA

FLAGSTAFF ARIZONA

WOODSHIRE ON BUTLER CONDOMINIUMS

PRELIMINARY PLAT (1)

DATE	BY	REVISIONS

110 W. Dole Avenue  
Flagstaff, AZ 86001  
928.777.8354  
928.774.8934 fax  
www.swhz.com

**SWH** Shephard Wesnetzer, Inc.

ARIZONA 817  
Call or visit our web website for more information  
888-841-1111 or 1-800-526-4100 (TUE-SAT)

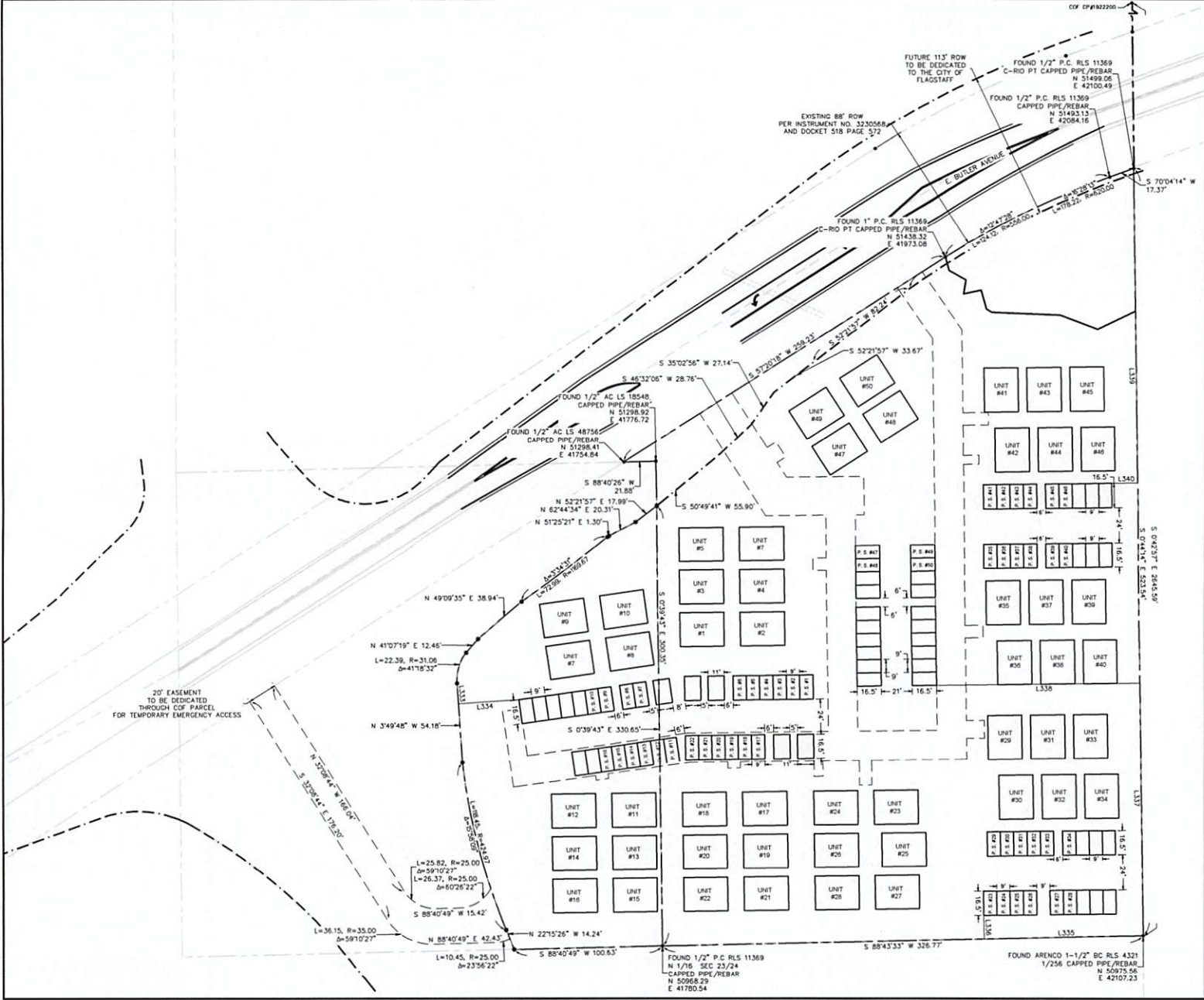
DRAWING NO. **PP01**

SHT NO. 5 OF 9

C.O.F. #FZ-18-00105

PLOTTED: May 11, 2018 - 2:10pm

FILE: P:\2017\17155\CONDOMINIUM\PLANS\PRELIMINARY\17155-PRELIMINARY PLAT (LINE & CONVEYING) CHM



- LEGEND**
- PROPERTY BOUNDARY
  - - - EXISTING RIGHT-OF-WAY
  - - - FUTURE RIGHT-OF-WAY
  - - - PROPOSED UTILITY EASEMENT
  - - - PROPOSED LOT
- UNIT #1 UNIT ID NUMBER  
 P.S. #1 PARKING SPACE ID NUMBER  
 ● MONUMENT TO BE SET

**NOTES:**  
 1. ONE PARKING SPACE IS RESERVED PER UNIT AND DEDICATED AS A LIMITED COMMON ELEMENT. ALL OTHER PARKING SPACES ARE AVAILABLE FOR VISITORS AND DEDICATED AS A COMMON ELEMENT.

FLAGSTAFF  
 ARIZONA

WOODSHIRE ON BUTLER CONDOMINIUMS

PRELIMINARY PLAT (2)

JOB NO.	17155
DATE:	MAY 19
SCALE:	AS SHOWN
DRAWN:	CHM
CHECKED:	CHM
DATE:	

110 W. Dole Avenue  
 Flagstaff, AZ 86001  
 920-774-0324 fax  
 www.swhz.com

**SWI**  
 Shephard Wesnitzer, Inc.

NO.	REVISION	DATE	BY

Call or text the LA working 800  
 800-800-8000  
**ARIZONA800**  
 THE 8-1-1 OF THE WEST

DRAWING NO.  
**PP02**

SHT NO. OF  
 6 OF 9

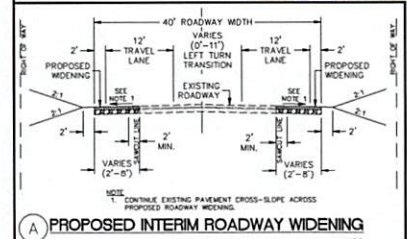
C.O.F. NPZ-18-00105





PLOTTED: May 13, 2019 - 2:10pm

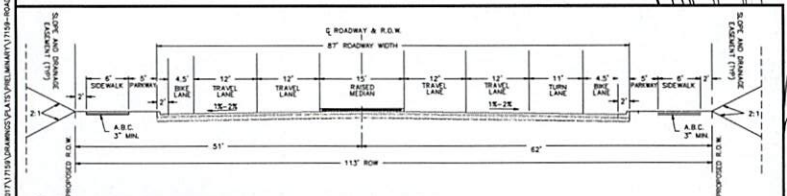
CLEAR VIEW ZONE CALCULATIONS - INTERIM CONDITIONS										
ID #	MAJOR STREET	MANEUVER DIRECTION	DESIGN SPEED (VMAJOR)1	TIME GAP (g) (unadjusted) #2	Grade ≤ 3%	MULTIPLE LANE CROSSINGS	NO. OF LANES4	TIME GAP (g) (adjusted) 2	INTERSECTION SIGHT DISTANCE (ISD)3	STOPPING SIGHT DISTANCE (SSD)
D1	E. Butler Avenue	Right	35	6.5	Yes	Yes	1	6.5	335	250
D2	E. Butler Avenue	Left	35	7.5	Yes	Yes	2	7.5	390	250
D3	E. Butler Avenue	Right	35	6.5	Yes	Yes	1	6.5	335	250
D4	E. Butler Avenue	Left	35	7.5	Yes	Yes	1	7.5	390	250
M1	E. Butler Avenue	Left	35	5.5	Yes	Yes	1	5.5	355	250



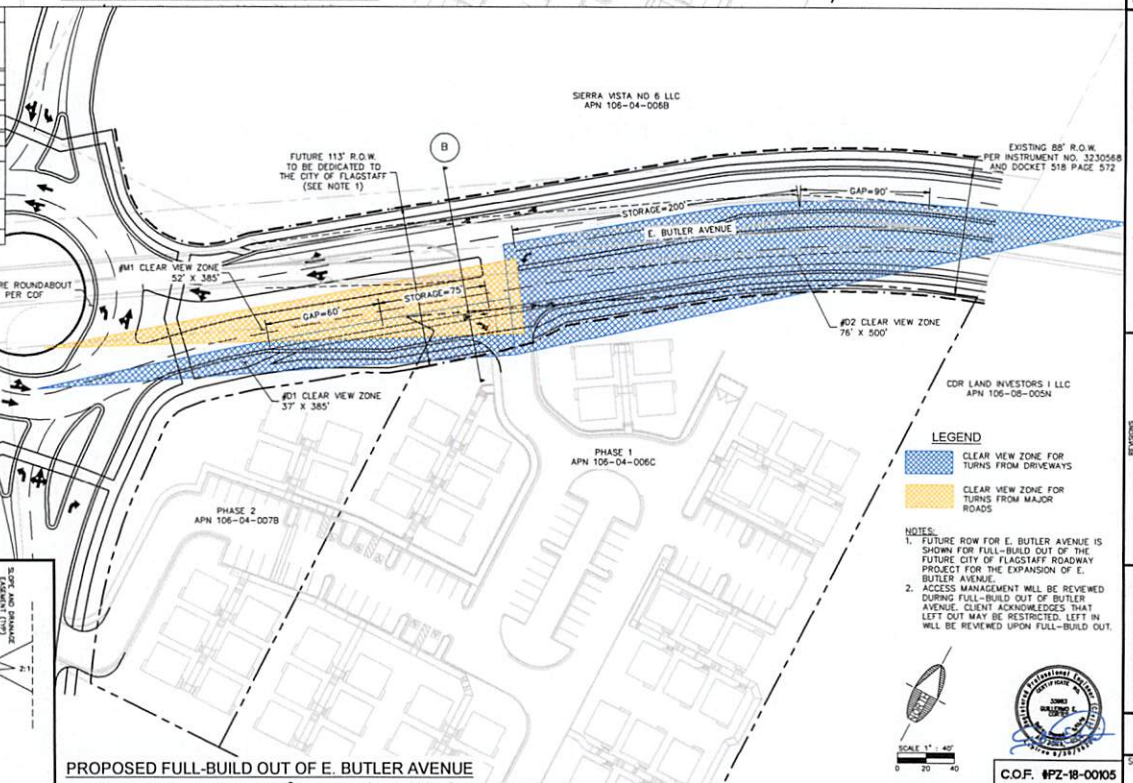
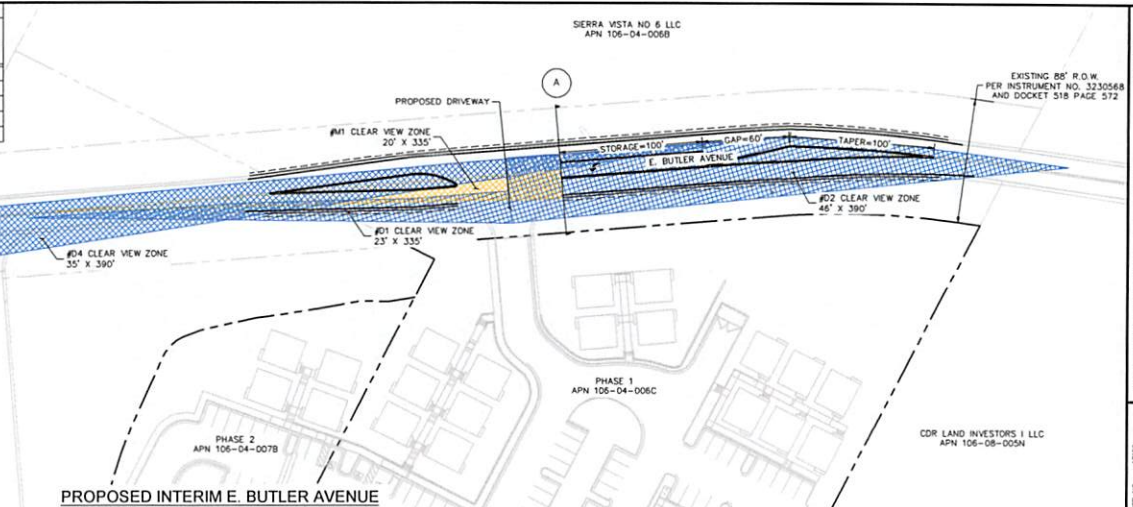
**A PROPOSED INTERIM ROADWAY WIDENING**

CLEAR VIEW ZONE CALCULATIONS - FULL-BUILD OUT CONDITIONS										
ID #	MAJOR STREET	MANEUVER DIRECTION	DESIGN SPEED (VMAJOR)1	TIME GAP (g) (unadjusted) #2	Grade ≤ 3%	MULTIPLE LANE CROSSINGS	NO. OF LANES4	TIME GAP (g) (adjusted) 2	INTERSECTION SIGHT DISTANCE (ISD)3	STOPPING SIGHT DISTANCE (SSD)
D1	E. Butler Avenue	Right	35	6.5	Yes	Yes	1	6.5	335	250
D2	E. Butler Avenue	Left	35	7.5	Yes	Yes	4	8.5	440	250
M1	E. Butler Avenue	Left	35	5.5	Yes	Yes	3	6.5	335	250

- NOTES:
- The major road speed limits (VMAJOR in MPH) are based on existing conditions in the project vicinity.
  - The time gap values, adjusted (g) (adjusted) in seconds and unadjusted (g) (unadjusted) in seconds, are based on the current site plan and the AASHTO-Geometric Design of Highways and Streets Exhibits 9-54 and 9-57 for D1 and D2 and Exhibits 9-66 and 9-67 for M1. The first lane crossed does not warrant an adjustment to the time gap.
  - The intersection sight distance (ISD in feet) calculations are based on Equation 9-1 in the AASHTO-Geometric Design of Highways and Streets. Equation 9-1:  $ISD = 1.47 \sqrt{VMAJOR} \cdot Tg$
  - The number of lanes crossed may include medians converted to equivalent lanes. The number of lanes provided in the table includes the first lane crossed.



**B PROPOSED FULL-BUILD OUT ROADWAY WIDENING**



**LEGEND**

- CLEAR VIEW ZONE FOR TURNS FROM DRIVEWAYS
- CLEAR VIEW ZONE FOR TURNS FROM MAJOR ROADS

**NOTES:**

- FUTURE ROW FOR E. BUTLER AVENUE IS SHOWN FOR FULL-BUILD OUT OF THE FUTURE CITY OF FLAGSTAFF ROADWAY PROJECT FOR THE EXPANSION OF E. BUTLER AVENUE.
- ACCESS MANAGEMENT WILL BE REVIEWED DURING FULL-BUILD OUT OF BUTLER AVENUE. CLIENT ACKNOWLEDGES THAT LEFT TURN MAY BE RESTRICTED. LEFT IN WILL BE REVIEWED UPON FULL-BUILD OUT.

SCALE: 1" = 40'

DATE: \_\_\_\_\_ BY: \_\_\_\_\_

REVISIONS:

NO.	DESCRIPTION	DATE	BY

DRAWING NO. **R101**

SHT. NO. 8 OF 9

C.O.F. #PZ-18-00105

FLAGSTAFF ARIZONA

WOODSHIRE ON BUTLER CONDOMINIUMS

ROADWAY IMPROVEMENTS

JOB NO. 17739

DATE: MAY 19

SCALE: AS SHOWN

DRAWN: CWP

CHECKED: CWP

DESIGNED: CWP

RECORD: CWP

110 W. Dole Avenue  
Flagstaff, AZ 86001  
928.773.0354  
928.774.0934 fax  
www.swhz.com

**SWI**  
Shepherd Wesnitzer, Inc.

ARIZONA  
Professional Engineer  
No. 10000  
1988

City of Flagstaff Seal

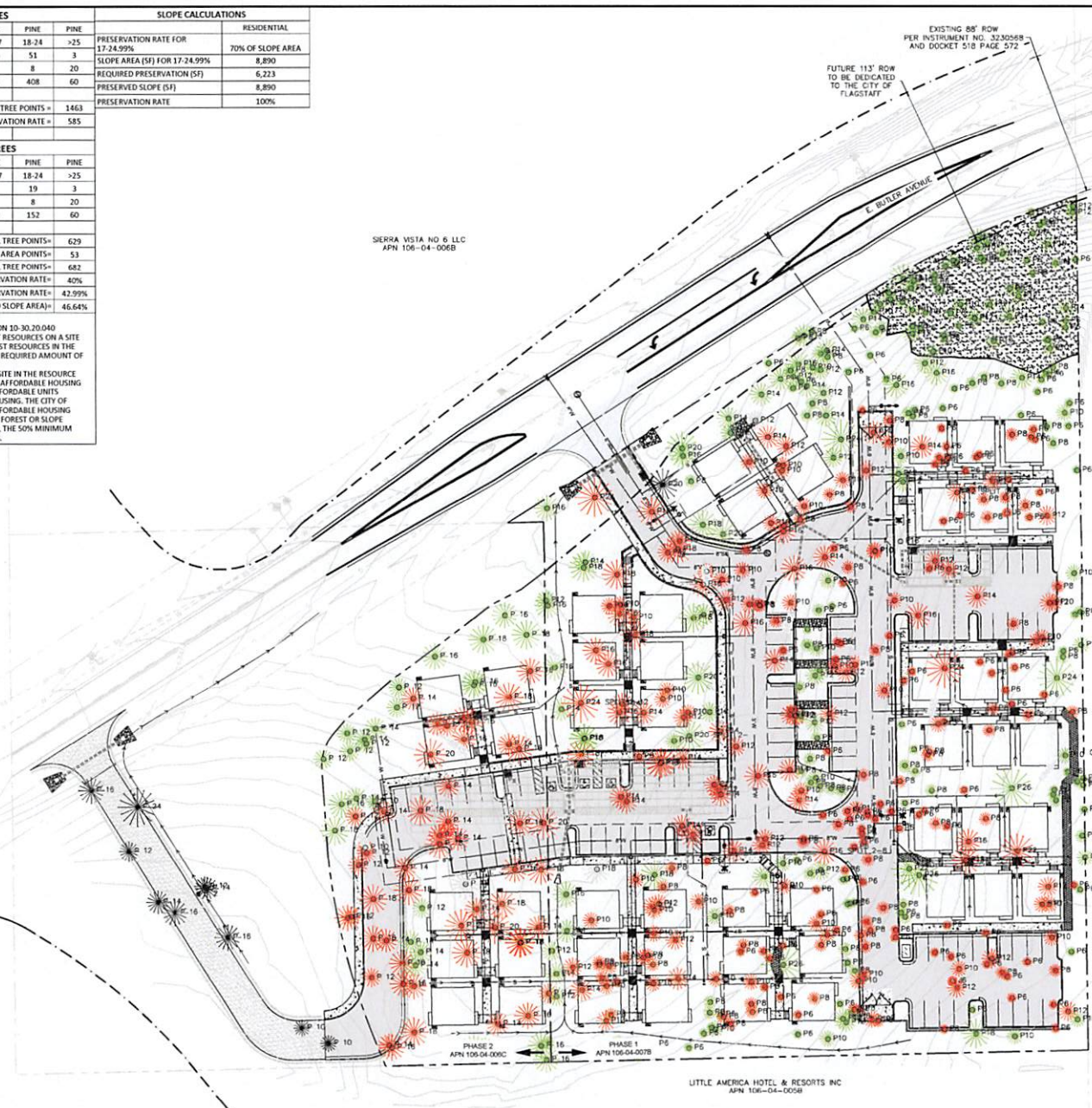
FILE: P:\2017\1705\G:\MUNICIPAL\STATE\PERMITS\1719-ROADWAY IMPROVEMENTS\DRAWING

TOTAL TREE RESOURCES					
TYPE	PINE	PINE	PINE	PINE	PINE
DIAMETER (IN)	6-8	9-12	13-17	18-24	>25
NUMBER EXISTING	283	156	100	51	3
POINTS	1	2	4	8	20
SUM OF POINTS	283	312	400	408	60
SUBTOTAL TREE POINTS = 1463					
40% PRESERVATION RATE = 585					
POST-DEVELOPMENT TREES					
TYPE	PINE	PINE	PINE	PINE	PINE
DIAMETER (IN)	6-8	9-12	13-17	18-24	>25
NUMBER EXISTING	135	63	39	19	3
POINTS	1	2	4	8	20
SUM OF POINTS	135	126	156	152	60
SUBTOTAL TREE POINTS = 629					
EXCESS PRESERVED SLOPE AREA POINTS = 53					
TOTAL TREE POINTS = 682					
REQUIRED PRESERVATION RATE = 40%					
PRESERVATION RATE = 42.99%					
PRESERVATION RATE (WITH EXCESS PRESERVED SLOPE AREA) = 46.64%					

SLOPE CALCULATIONS	
PRESERVATION RATE FOR 17-24.99%	70% OF SLOPE AREA
SLOPE AREA (SF) FOR 17-24.99%	8,890
REQUIRED PRESERVATION (SF)	6,223
PRESERVED SLOPE (SF)	8,890
PRESERVATION RATE	100%

NOTE:  
 1. PER THE CITY OF FLAGSTAFF ZONING CODE SECTION 10-30.20.040 AFFORDABLE HOUSING INCENTIVES, WHERE FOREST RESOURCES ON A SITE OVERLAP WITH STEEP SLOPE RESOURCES, THE FOREST RESOURCES IN THE STEEP SLOPE AREA MAY BE COUNTED TOWARD THE REQUIRED AMOUNT OF FOREST RESOURCES FOR THE WHOLE SITE.  
 2. THE FOREST RESOURCES MUST BE RETAINED ON-SITE IN THE RESOURCE PROTECTION OVERLAY ZONE MAY BE REDUCED FOR AFFORDABLE HOUSING DEVELOPMENTS BASED ON THE PERCENTAGE OF AFFORDABLE UNITS PROVIDED AND THE CATEGORY OF AFFORDABLE HOUSING. THE CITY OF FLAGSTAFF ZONING CODE SECTION 10-30.20.040 AFFORDABLE HOUSING INCENTIVES ALLOWS A 20% REDUCTION OF ON-SITE FOREST OR SLOPE RESOURCE PROTECTION STANDARDS. FOR THIS SITE, THE 50% MINIMUM FOREST RESOURCE REQUIREMENT REDUCES TO 40%.

SIERRA VISTA NO 6, LLC  
 APN 106-04-006B



**LEGEND**

- TREE RESOURCES TO BE PRESERVED WITHIN THE WOODSHIRE ON BUTLER PROJECT LIMITS (NOT COUNTED)
- TREE RESOURCES TO BE PRESERVED WITHIN THE WOODSHIRE ON BUTLER PROJECT LIMITS
- TREE RESOURCES TO BE REMOVED AS A RESULT OF SITE DEVELOPMENT
- TREE RESOURCES TO BE REMOVED AS A RESULT OF THE TEMPORARY EMERGENCY ACCESS
- UNDISTURBED SLOPE 17-24.99%



FILE: P:\2024\106-04-006\106-04-006-17-18-0000.dwg

FLAGSTAFF ARIZONA

WOODSHIRE ON BUTLER CONDOMINIUMS

NATURAL RESOURCE PROTECTION PLAN

JOB NO.	17159
DATE	MAY 19
SCALE	AS SHOWN
DRAWN	GP
CHECKED	DEC

110 W. Dove Avenue  
 Flagstaff, AZ 86001  
 920.777.8524 fax  
 www.swhz.com

**SWI**  
 Shephard Wesnitzer, Inc.

NO.	DESCRIPTION	DATE	BY

CDR LAND INVESTORS I LLC  
 APN 106-08-005N

Call or text for full service 24/7  
 when you have an emergency  
**ARIZONA 811**  
 800-811-1111 #1-800-EMER-TX (3643)

DRAWING NO.  
**NRPP**

SHEET NO. OF  
 8 9

C.O.F. #PZ-18-00105



# Exhibit C

## Easement

When recorded, mail to  
City Clerk  
211 West Aspen Avenue  
Flagstaff, Arizona 86001

## TEMPORARY INGRESS/EGRESS EASEMENT

For Valuable Consideration, the sufficiency and receipt of which is hereby acknowledged, the CITY OF FLAGSTAFF, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter referred to as "Grantor", hereby grants and conveys unto Woodshire on Butler, LLC, an Arizona limited liability company, hereinafter referred to as "Grantee", a non-exclusive easement for temporary access and street purposes under, over and across the real property of Grantor located at 2989 E. Butler Avenue, situated in Coconino County, Arizona, and described in Exhibit "1", which is attached hereto and by reference made a part hereof under the terms and conditions set forth below.

1. This Temporary Ingress/Egress Easement is granted to enable the Grantee to locate, operate, repair, replace, alter and maintain access services of all types. This shall include but not be limited to streets, sidewalks and other Grantee approved access improvements.
2. This Temporary Ingress/Egress includes the right to remove, alter or maintain vegetation, improvements, or obstructions within the limits of the easement that conflict with the legitimate use of This Temporary Ingress/Egress Easement.
3. Maintenance of the surface appearance of the real property subject to this easement after any disturbance or restoration caused by Grantee shall remain the responsibility of the Grantee.
4. To the extent permitted by Arizona law, Grantee hereby covenants to indemnify and save Grantor harmless from any liabilities for injuries or damages to persons or property arising out of Grantee's or its officers', agents', employees', and invitees' use of This Temporary Ingress/Egress Easement granted herein.
5. If the Grantee abandons the use contemplated by This Temporary Ingress/Egress Easement, said Easement shall terminate and the property interest herein shall revert to the Grantor. For the purposes of this agreement, the term "abandon" shall be defined as the discontinuation by Grantee to provide and maintain said street improvements for a period of one (1) year following termination of said utility or access services.
6. The Grantor shall have the right to use and enjoy the Property subject to This Temporary Ingress/Egress Easement provided such use and enjoyment does not interfere with Grantee's ability to utilize the Temporary Ingress/Egress granted herein, and further provided that, the Grantor shall not construct or permit erection or other structure or improvement that would interfere with the operation of this access or street improvement within the Temporary Ingress/Egress Easement granted herein without Grantee's written consent. The determination of whether Grantor's proposed construction of any structure or improvement interferes with the operation of this street and access improvement shall be the sole and absolute discretion of the Grantee.

Dated this 20 day of August 2019 in Flagstaff, Coconino County, Arizona.

By: Coral Evans  
Mayor, Coral Evans

STATE OF ARIZONA       )  
  )  
County of Coconino       )       SS

SUBSCRIBED AND SWORN to before me this 20 day of August, 2019  
by Coral Evans.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Stacy M. Fobar  
Notary Public

My Commission expires February 12, 2023

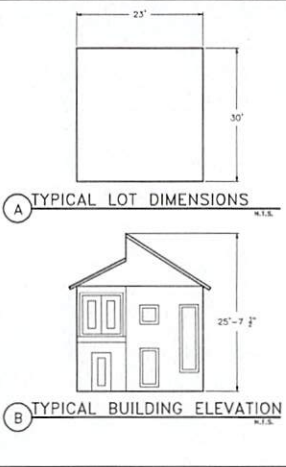


ATTEST:

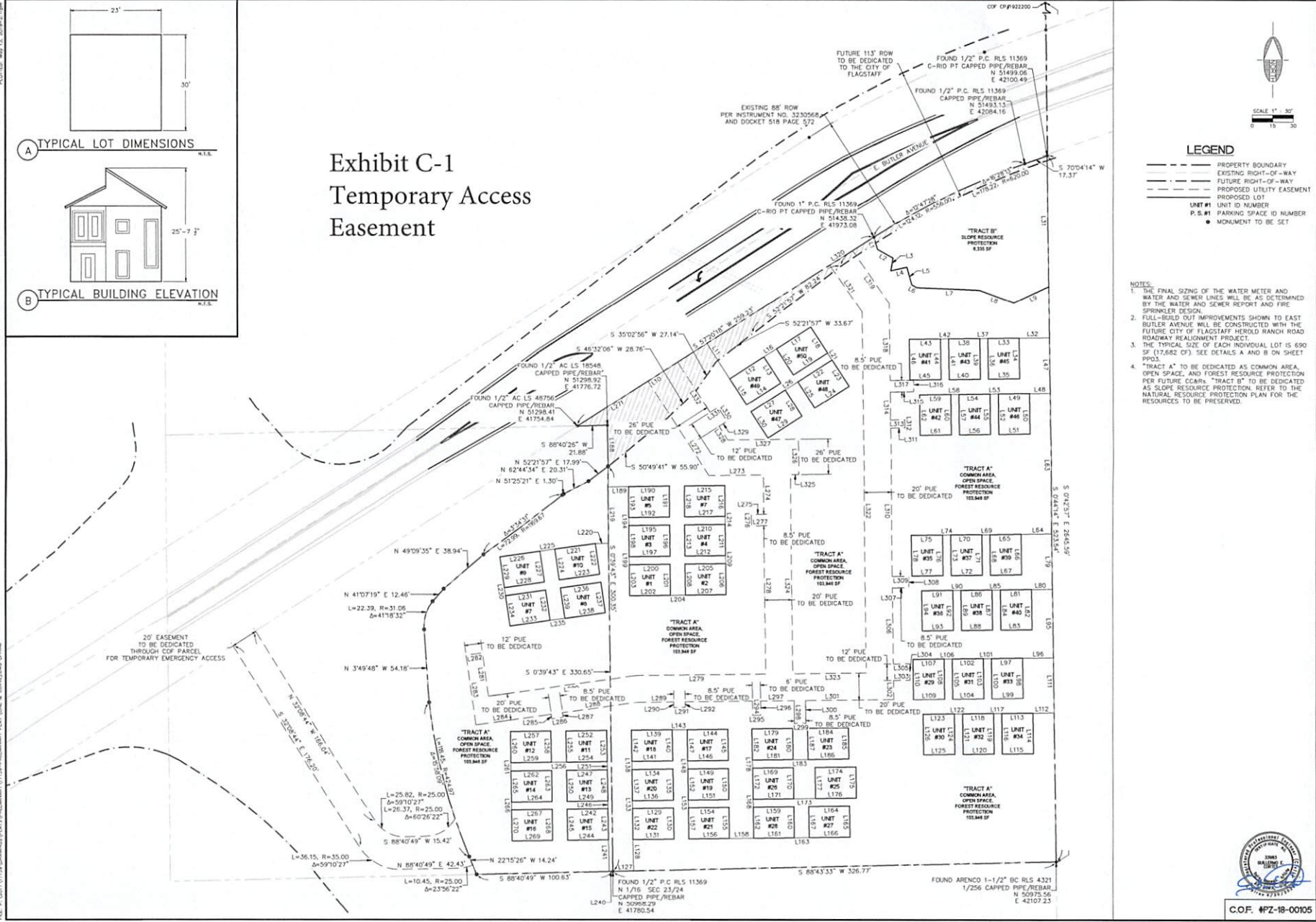
Stacy Saltyburg  
City Clerk

DATE: 04/11/2018 11:30:13 AM

FILE: \\S:\2017\17193\04\WOODSHIRE ON BUTLER CONDOMINIUMS PRELIMINARY PLAT (JUNE 8, 2018).DWG



# Exhibit C-1 Temporary Access Easement



**LEGEND**

- PROPERTY BOUNDARY
- - - EXISTING RIGHT-OF-WAY
- - - FUTURE RIGHT-OF-WAY
- - - PROPOSED UTILITY EASEMENT
- - - PROPOSED LOT
- UNIT #1 UNIT ID NUMBER
- P. 5.1#1 PARKING SPACE ID NUMBER
- MONUMENT TO BE SET

**NOTES:**

- THE FINAL SIZING OF THE WATER METER AND WATER AND SEWER LINES WILL BE AS DETERMINED BY THE WATER AND SEWER REPORT AND FIRE SPRINKLER DESIGN.
- FULL-BUILD DUTY IMPROVEMENTS SHOWN TO EAST BUTLER AVENUE WILL BE CONSTRUCTED WITH THE FUTURE CITY OF FLAGSTAFF HEROLD RANCH ROAD ROADWAY REALIGNMENT PROJECT.
- THE TYPICAL SIZE OF EACH INDIVIDUAL LOT IS 690 SF (17,682 CF). SEE DETAILS A AND B ON SHEET PPO3.
- "TRACT A" TO BE DEDICATED AS COMMON AREA, OPEN SPACE, AND FOREST RESOURCE PROTECTION PER FUTURE CCMs. "TRACT B" TO BE DEDICATED AS SLOPE RESOURCE PROTECTION. REFER TO THE NATURAL RESOURCE PROTECTION PLAN FOR THE RESOURCES TO BE PRESERVED.



**WOODSHIRE ON BUTLER CONDOMINIUMS**

**PRELIMINARY PLAT (1)**

JOB NO.	17193
DATE:	MAY 13
SCALE:	AS SHOWN
DRAWN:	OMP
DESIGN:	OMP
CHECKED:	OCG

110 W. DORR AVENUE  
 FLAGSTAFF, AZ 86001  
 (928) 774-0254  
 (928) 774-8334 fax  
 www.swh.com

**SWI**  
 Shephard Wesntzer, Inc.

NO.	DESCRIPTION	REVISIONS
DATE	BY	

DATE: 04/11/2018 11:30:13 AM

DRAWING NO. **PP01**

SHEET NO. OF 5 9

C.O.F. #PZ-18-00105

# Exhibit D

## **Roadway Contribution**



ENGINEER'S OPINION OF PROBABLE COST

SWI Job # 17159  
 Woodshire on Butler  
 E. Butler Avenue  
 Flagstaff, Arizona  
 April 16, 2019



PHASE 1 FULL-BUILD OUT IMPROVEMENTS				
Asphalt Square Footage-1 right turn lane	1,545	s.f.	\$15.58*	\$24,071.10
6" Vertical Curb and Gutter	487	l.f.	\$20.00	\$9,740.00
Sidewalk	2,681	s.f.	\$7.00	\$18,767.00
Street Lights	1	ea.	\$3,333.00	\$3,333.00
Street Trees	20	ea.	\$500.00	\$10,000.00
SUBTOTAL PHASE 1 FULL-BUILD OUT IMPROVEMENTS				\$65,911.10
PHASE 2 FULL-BUILD OUT IMPROVEMENTS				
6" Vertical Curb and Gutter	383	l.f.	\$20.00	\$7,660.00
Sidewalk	2,107	s.f.	\$7.00	\$14,749.00
Street Lights	1	ea.	\$3,333.00	\$3,333.00
Street Trees	16	ea.	\$500.00	\$8,000.00
SUBTOTAL PHASE 2 FULL-BUILD OUT IMPROVEMENTS				\$33,742.00
<b>WOODSHIRE ON BUTLER PHASE 1 &amp; PHASE 2 CASH-IN-LIEU</b>				<b>\$99,653.00</b>
*Roadway Cost per Square Foot \$15.58 was taken from Canyon Del Rio				







---( )/ ( ) ---( )/ ( )

\*\*\*\*\*

Nick & Eva Caruso, LCSW

On Thursday, June 13, 2024 at 09:00:24 AM MST, Jennifer Mikelson <[jmikelson@flagstaffaz.gov](mailto:jmikelson@flagstaffaz.gov)> wrote:

Hello Nick -

Thanks for your voicemail as well - you ask a great question! The original agreement required the affordable units be priced at least 20% below market rate - so the current affordable sales price of **\$368K** is 20% less than the market rate pricing. As part of this amendment, the developer has also agreed to keep the current affordable sales price of \$368K until all remaining units are sold. So by increasing the purchasing power of eligible buyers and keeping the price as is, we should have better success selling the remaining 4 homes.

The affordability of each purchase contract is reviewed by a lender and the non-profit Housing Solutions of Northern Arizona (HSNA). HSNA provides down payment assistance to eligible buyers, so it's common that buyers are using the City's Community Homebuyer Assistance Program (CHAP) as well. I hope this is helpful, please let me know if you have further questions. I won't be in town to attend the hearing next week, but I'm happy to schedule a call today or tomorrow if you would like.

Thanks,  
Jennifer

**Jennifer Mikelson**

Housing Planning Manager | City of Flagstaff | 928.213.2744

---

**From:** Nickswork1 >

**Sent:** Wednesday, June 12, 2024 8:07 AM

**To:** Jennifer Mikelson <[JMikelson@flagstaffaz.gov](mailto:JMikelson@flagstaffaz.gov)>

**Subject:** Agreement Amendment Application PZ-18-00105

Hello Jennifer,

I am a resident/homeowner at the Woodshire on Butler Condominiums (lot#12) and received written notice by mail of the public hearing meeting June 18th on the proposed amendment to increase the household income limit of eligible buyers from 100% of AIM to 125%.

My question on the matter is:

Are the prices of these 5 housing units designated affordable set, or does this mean they can now sell for more/ask a higher price potentially negatively affecting peoples opportunity to purchase due to cost increase on the homes with the increase in AMI.

I ask as I am not in favor of making the designated homes more difficult for people to afford by seeing the designated home prices rise with an increase in the AMI. While being supportive of increasing the number of potential applicants to insure the homes are purchased.

I look forward to hearing back

Most Sincerely,

-----\_o -----\_o  
---\_`\<, \_ ---\_`\<, \_  
---( )/ ( ) ---( )/ ( )  
\*\*\*\*\*

Nick Caruso, LCSW

---

**From:** Jennifer Mikelson <[JMikelson@flagstaffaz.gov](mailto:JMikelson@flagstaffaz.gov)>  
**Sent:** Wednesday, June 12, 2024 4:41 PM  
**To:** MARK LEIBOVIT  
**Subject:** Re: Development agreement hearing for Woodshire

Hi Mark -  
Thank you for your patience with my reply. I've had a lot of emails ending up in my junk folder, so I'm going through what I've missed in the last couple weeks.

The developer of Woodshire agreed to provide 5 affordable homeownership units in their development. This means the units will be deed restricted so that only households below a certain income level will qualify to purchase them, and the resale price on all future sales is capped to ensure income-eligible buyers can afford to purchase the units in the future.

Right now the units can only be sold to a household (assuming 4 people) earning **\$108,600**. The proposed amendment would allow a household (assuming 4 people) earning **\$135,750** to purchase an affordable unit. The below-market sales price that the developer has agreed to is **\$368,000**, so by increasing the purchasing power of eligible buyers, this broadens the pool of potential buyers that can afford the sales price.

Please let me know if you have further questions - I will be out of office for the hearing next week but I can schedule a call with you in the next couple days if you like.

Thanks, Jennifer

**Jennifer Mikelson**

Housing Planning Manager | City of Flagstaff | 928.213.2744

---

**From:** MARK LEIBOVIT

**Sent:** Wednesday, May 29, 2024 2:05 PM

**To:** Jennifer Mikelson <[JMikelson@flagstaffaz.gov](mailto:JMikelson@flagstaffaz.gov)>

**Subject:** Development agreement hearing for Woodshir

Hi Jennifer:

Please provide an explanation of what increasing the household income limit for eligible buyers from 100% to 125% in plain english.

Thank you

Mark Leibovit

Woodshire 3001 E Butler Avenue

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Stacy Saltzburg, City Clerk  
**Date:** 06/12/2024  
**Meeting Date:** 06/18/2024

**TITLE:**

**Consideration and Adoption of Resolution No. 2024-28:** A resolution of the Flagstaff City Council, ordering and calling a Special Election of the City for November 5, 2024, in conjunction with the City's General Election, to submit two questions to the qualified electors of Flagstaff with respect to the possible continuation of the City Lodging, Restaurant and Lounge (BBB) tax; and the possible increase and continuation of a local Transaction Privilege Tax (Sales Tax) for the purposes of public transit.

**STAFF RECOMMENDED ACTION:**

1. Read Resolution No. 2024-28 by title only
2. City Clerk reads Resolution No. 2024-28 by title only (if approved above)
3. Adopt Resolution No. 2024-28

**Executive Summary:**

The City Council gave direction on January 19, 2023 and May 16, 2024 to advance two ballot questions; one related to the renewal of the 2% BBB Tax, and the other to increase and continue the existing Public Transit Transaction Privilege Tax (Sales Tax).

**Financial Impact:**

Project Name: 2024 General Election  
Cost: Approximately \$150,000  
Account Number Budgeted: 001-01-017-0016-1-4290  
FY Budgeted Amount: \$300,000  
Funding Source: General Fund

**Policy Impact:**

None

**Previous Council Decision or Community Discussion:**

The City Council gave direction on January 19, 2023 to advance the BBB renewal and on May 16, 2024 Council gave direction to advance the Transit Tax question.

**Options and Alternatives to Recommended Action:**

Not advance the questions to the November 5, 2024 election.

**Connection to PBB Priorities and Objectives:**

High Performing Governance  
Safe & Healthy Community  
Inclusive & Engaged Community  
Sustainable, Innovative Infrastructure





**RESOLUTION NO. 2024-28**

**A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL ORDERING AND CALLING A SPECIAL ELECTION OF THE CITY FOR NOVEMBER 5, 2024, IN CONJUNCTION WITH THE CITY'S GENERAL ELECTION, TO SUBMIT TWO QUESTIONS TO THE QUALIFIED ELECTORS OF FLAGSTAFF WITH RESPECT TO THE POSSIBLE CONTINUATION OF THE CITY LODGING, RESTAURANT AND LOUNGE (BBB) TAX; AND THE POSSIBLE INCREASE AND CONTINUATION OF A LOCAL TRANSACTION PRIVILEGE TAX (SALES TAX) FOR THE PURPOSES OF PUBLIC TRANSIT**

**RECITALS:**

WHEREAS, the City Council may refer a question to the qualified electors of the City concerning whether to approve or continue a local transaction privilege tax levy, as called for in the City Charter, Article VI, Section 2(b); and

WHEREAS, the City Council wishes to obtain voter approval to continue the City Lodging, Restaurant and Lounge (BBB) tax for an additional period ending June 30, 2043; and

WHEREAS, the City of Flagstaff currently levies a collective local transaction privilege tax rate of 0.295%, and the proceeds of such tax are designated to pay for public transportation purposes, as referenced in the City Code Section 3-05-008-0800, subsections (A)(5),(7),(8),(9), (10) and as approved by a majority of the qualified electors voting to approve such tax (referred to hereafter as the "Transit Tax"); and

WHEREAS, the City Council has received a request from the Mountain Line Governing Board that the community consider increasing the Transit Tax by 0.205% for a total tax of 0.500% effective July 1, 2025 and continue the tax for an additional ten (10) year period ending June 30, 2040; and

WHEREAS, the City Council desires to call a Special Election on November 5, 2024 in conjunction with the City's General Election to provide the Flagstaff voters with the opportunity to consider the two proposed ballot questions.

**ENACTMENTS:**

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA AS FOLLOWS:**

SECTION 1. That the City Council hereby orders and calls a Special Election (the "Election") to be held on November 5, 2024 in conjunction with the City's General Election, for the purpose of submitting to the qualified electors of the City the questions substantially in the form set forth in Exhibit "A" attached hereto (together, the "Official Ballot").

SECTION 2. That

- (A) notice of the November 5, 2024 Election, shall be given by mailing an Informational Pamphlet to each household that contains a registered voter within the City not less than thirty-five (35) days before the date of the Election.
- (B) the City Clerk is hereby authorized and directed to cause the Informational Pamphlet to be prepared and so mailed according to law and the provisions of this resolution under the circumstances described herein.

SECTION 3. That the Official Ballot shall be in substantially the form attached hereto as Exhibit "A."

SECTION 4. That the City Clerk is hereby authorized to request arguments for and against the appropriate subject matter of the Election for inclusion in the Informational Pamphlet by providing the notice in substantially the form attached hereto as marked Exhibit "B" (hereinafter referred to as the "Notice for Arguments") by posting the Notice of Arguments at all places at which notices of meetings of the City Council are posted and publishing the Notice of Arguments in the *Arizona Daily Sun*. The deadline to submit arguments shall be 5:00 p.m. MST on August 7, 2024.

SECTION 5. That the polling places and the time the polls will be opened and closed shall be as provided in the Informational Pamphlet. The City Council hereby:

1. establishes the election precincts for the General/Special Election as those with the same boundaries as the election precincts as provided in Section 16 411, Arizona Revised Statutes, as amended, except as otherwise provided hereby;
2. designates each polling place in each precinct as so designated for such precinct;
3. approves the consolidation of any precincts as determined to be necessary by the Clerk of the City and by such indication deems such consolidation as necessary for purposes of the Election; and
4. with respect to any polling place for a precinct designated within an adjacent precinct, finds that no suitable polling place is available within such precinct.

SECTION 6. That the City Clerk is hereby authorized and directed to coordinate with Coconino County, Arizona (the "County") to have printed and, if appropriate, delivered to the election officers at said polling places, to be by them furnished to the qualified electors of the City offering to vote at the Election, the appropriate version of the Official Ballot.

SECTION 7. That

- (A) the Election shall be held, conducted, and canvassed in conformity with the provisions of the general election laws of the State of Arizona, except as otherwise provided by law, and only such persons shall be permitted to vote at the Election who are qualified electors of the City.
- (B) early voting shall be permitted in accordance with the provisions of Title 16, Chapter 4, Article 8, Arizona Revised Statutes, as amended.
- (C) the City Clerk is authorized and directed, if necessary, to enter into a contract with the County Recorder of the County, to obtain precinct registers for the Election and, if

necessary, to enter into an agreement with the Elections Department of the County to conduct the Election for the City.

- (D) all expenditures as may be necessary to order, notice, hold and administer the Election are hereby authorized, which expenditures shall be paid from current operating funds of the City.
- (E) the City Clerk is hereby further authorized to take all other necessary action to facilitate the Election.

**SECTION 8. That**

- (A) the Election shall be canvassed, and the results thereof certified by the City Council within twenty (20) days of the Election, as provided by law.
- (B) the City Council shall file and record in the office of the County Recorder of the County a certificate disclosing with respect to the Election the purpose of the Election, the total number of votes cast and the total number of votes for and against creating the indebtedness and stating whether or not the indebtedness is ordered in each case.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 18th day of June, 2024.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

- Exhibits:  
A – Official Ballot  
B – Notice for Arguments

# EXHIBIT A

## OFFICIAL BALLOT

### PROPOSITION NO. 487

#### CONTINUATION OF THE CITY LODGING, RESTAURANT AND LOUNGE (BBB) TRANSACTION PRIVILEGE TAX THROUGH JUNE 30, 2043

**OFFICIAL TITLE:** A MEASURE REFERRED TO THE PEOPLE BY THE CITY COUNCIL OF THE CITY OF FLAGSTAFF TO CONTINUE THE COLLECTION OF THE CITY LODGING, RESTAURANT AND LOUNGE (BBB) TRANSACTION PRIVILEGE TAX AT THE EXISTING RATE OF 2% FOR AN ADDITIONAL PERIOD COMMENCING ON APRIL 1, 2029, THROUGH JUNE 30, 2043.

**DESCRIPTIVE TITLE:** Consideration of continuing the collection of the City Lodging, Restaurant and Lounge (BBB) Transaction Privilege Tax at the existing rate of 2% for an additional period commencing on April 1, 2029 through June 30, 2043.

Proposition 487

A "yes" vote shall have the effect of continuing the City Lodging, Restaurant and Lounge (BBB) Transaction Privilege Tax (Sales Tax) at the present rate of two percent (2%) for an additional period ending June 30, 2043. Yes

A "no" vote shall have the effect of not continuing the current 2% City Lodging, Restaurant and Lounge (BBB) Transaction Privilege Tax (Sales Tax) beyond the current expiration date of March 31, 2028. No

# PROPOSITION NO. 488

## CONTINUATION AND INCREASE OF THE LOCAL PUBLIC TRANSIT TRANSACTION PRIVILEGE TAX

**OFFICIAL TITLE:** A MEASURE REFERRED TO THE PEOPLE BY THE CITY COUNCIL OF THE CITY OF FLAGSTAFF TO INCREASE THE TRANSACTION PRIVILEGE TAX (SALES TAX) RELATED TO PUBLIC TRANSIT, FROM 0.295% TO 0.500%, COMMENCING ON JULY 1, 2025, TO BE USED FOR THE PURPOSES OF PUBLIC TRANSIT, AND CONTINUE TO COLLECT SAID TRANSACTION PRIVILEGE TAX (SALES TAX) FOR AN ADDITIONAL TEN (10) YEAR PERIOD ENDING JUNE 30, 2040.

**DESCRIPTIVE TITLE:** Consideration of an increase in the Transaction Privilege Tax (Sales Tax) related to public transit, from 0.295% to 0.500%, commencing on July 1, 2025 to be used for the purposes of public transit and to continue to collect said sales tax for an additional ten (10) year period beyond June 30, 2030.

Proposition 488

A “yes” vote shall have the effect of increasing the Transaction Privilege Tax (Sales Tax) related to public transit to 0.500% effective July 1, 2025 and continuing to collect the tax for an additional ten (10) years to June 30, 2040. Yes

A “no” vote shall have the effect of not increasing the Transaction Privilege Tax (Sales Tax) related to public transit to 0.500% on July 1, 2025 and not continuing to collect the tax for an additional ten (10) years to June 30, 2040. No

# EXHIBIT B

## FORM OF NOTICE FOR ARGUMENTS

REQUEST FOR ARGUMENTS FOR AND AGAINST ISSUES TO BE PLACED ON THE BALLOT OF THE CITY'S GENERAL/SPECIAL ELECTION TO BE HELD ON NOVEMBER 5, 2024

Pursuant to Resolution No. 2024-28 adopted by the City Council of the City of Flagstaff, Arizona, (the "City"), on June 18, 2024 (the "Resolution"), a special election in and for the City was ordered and called to be held on November 5, 2024 (the "Election").

Notice of the Election will be given by mailing an informational pamphlet. Such information is to include arguments for and against the continuation of the City Lodging, Restaurant and Lounge (BBB) Transaction Privilege Tax through June 30, 2043, and the continuation and increase of the local Public Transit Transaction Privilege Tax. (The text of the questions to be considered at the Election is included in the Resolution which is available at the Office of the City Clerk at 211 West Aspen Avenue, Flagstaff, Arizona 86001, and will be available on the City's website at <https://www.flagstaff.az.gov/2105/Elections>.) Any person interested in providing any such argument(s) is hereby requested to provide the same to the City Clerk in electronic format at [stacy.saltzburg@flagstaffaz.gov](mailto:stacy.saltzburg@flagstaffaz.gov), before 5:00 p.m., MST on Wednesday August 7, 2024.

Each argument filed shall not exceed 300 words and, in accordance with Arizona Revised Statutes, shall contain the sworn statement of each person sponsoring it; if the argument is submitted by an organization, it shall contain the sworn statement of two executive officers of the organization or if submitted by a political committee it shall contain the sworn statement of the committee's chairman or treasurer. If the argument is submitted by an individual and not on behalf of an organization, a political committee or any other group, the person shall submit the argument with a sworn, notarized statement. Each argument filed shall also be submitted in electronic format to the City Clerk's Office at [stacy.saltzburg@flagstaffaz.gov](mailto:stacy.saltzburg@flagstaffaz.gov). The person or persons signing the argument shall identify themselves by giving their residence address and a telephone number, which shall not appear in the pamphlet. Any argument that is submitted that does not comply with the above requirements may not be included in the pamphlet.

- |                     |  |
|---------------------|--|
| PROPOSITION NO. 487 | Continuation of the City Lodging, Restaurant and Lounge (BBB) Transaction Privilege Tax through June 30, 2043. |
| PROPOSITION NO. 488 | Continuation and increase of the local Public Transit Transaction Privilege Tax.                               |

If you have any questions about the foregoing, please contact Stacy Saltzburg, City Clerk, at [stacy.saltzburg@flagstaffaz.gov](mailto:stacy.saltzburg@flagstaffaz.gov) or 928-213-2076.

/s/ Stacy Saltzburg, MMC  
.....  
City Clerk, City of Flagstaff, Arizona

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Stacy Saltzburg, City Clerk  
**Date:** 06/12/2024  
**Meeting Date:** 06/18/2024



**TITLE:**

**Consideration and Adoption of Resolution No. 2024-29:** A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between the City of Flagstaff and Coconino County for election services for the November 5, 2024 General Election

**STAFF RECOMMENDED ACTION:**

1. Read Resolution No. 2024-29 by title only
2. City Clerk reads Resolution No. 2024-29 by title only (if approved above)
3. Adopt Resolution No. 2024-29

**Executive Summary:**

With the exception of Phoenix and Tucson, who perform their own elections, municipalities across the state contract for the operation of their elections, primarily with their respective counties. While the City is responsible for many of the election activities such as preparation of the resolution, ballot language, public notices, and Information Pamphlet, the County prepares the ballot (with approval by the City), and both mails out and receives the ballots, as well as counts the ballots on election day. The attached Intergovernmental Agreement (IGA) outlines the roles of the City and County in this year's City election which will be held in conjunction with the statewide election.

**Financial Impact:**

Project Name: 2024 Election  
 Cost: \$2.00 per registered voter (~\$100,000)  
 Account Number Budgeted: 001-01-017-0016-1-4290  
 FY Budgeted Amount: \$300,000  
 Funding Source: General Fund

Additional expenses will be incurred with Runbeck Election Services and English Spanish Translation Services, LLC for the compilation, translation, and mailing of the associated Information Pamphlet as well as the notification postcards.

**Policy Impact:**

None

**Previous Council Decision or Community Discussion:**

None

**Options and Alternatives to Recommended Action:**

Not approve the IGA

**Connection to PBB Priorities and Objectives:**

High Performing Governance  
Inclusive and Engaged Community

**Connection to Regional Plan:**

None

**Connection to Carbon Neutrality Plan:**

None

**Connection to 10-Year Housing Plan:**

None

---

**Attachments:**    Res. 2024-29  
                          IGA



**RESOLUTION NO. 2024-29**

**A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN COCONINO COUNTY AND THE CITY OF FLAGSTAFF FOR ELECTION SERVICES FOR THE NOVEMBER 5, 2024 GENERAL ELECTION**

**RECITALS:**

WHEREAS, Coconino County and City of Flagstaff desire to enter into an intergovernmental agreement for Election Services; and

WHEREAS, Coconino County has authority under A.R.S. Title 16 and 19 to conduct elections and responsibility for establishing and staffing polling places, preparing and counting ballots, and providing voting equipment; and

WHEREAS, the Coconino County Recorder has the authority to maintain voter registration rolls and to conduct early balloting under A.R.S. 16-162 and A.R.S. Title 17, Ch. 4, Art. 8; and

WHEREAS, the City of Flagstaff is authorized to contract with the board of supervisors and county recorder for election services under A.R.S. 16-408 and desires to use the election services of Coconino County to conduct its election.

**ENACTMENTS:**

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

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the Intergovernmental Agreement between Coconino County and the City of Flagstaff, Arizona, attached hereto as Exhibit A.

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 18th day of June, 2024.

---

MAYOR

ATTEST:

---

CITY CLERK

APPROVED AS TO FORM:

---

CITY ATTORNEY

Exhibits:  
IGA



**Intergovernmental Agreement  
FOR PROVISION OF SERVICES BY THE  
COCONINO COUNTY ELECTIONS DEPARTMENT**

This Agreement for Services is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 pursuant to A.R.S. 11-951 *et seq* between **COCONINO COUNTY**, a political subdivision of the State of Arizona, for and on behalf of **COCONINO COUNTY ELECTIONS DEPARTMENT (CCED)**, and the **COCONINO COUNTY RECORDER (RECORDER)**, hereinafter collectively referred to as **COUNTY**, and **THE CITY OF FLAGSTAFF**, a municipality of the State of Arizona, hereinafter referred to as **JURISDICTION**.

**WHEREAS**, the COUNTY has authority under A.R.S. Titles 16 and 19 to conduct elections and has responsibility for establishing and staffing polling places, preparing and counting ballots, and providing voting equipment;

**WHEREAS**, the RECORDER has the authority to maintain voter registration rolls and to conduct early balloting under A.R.S. § 16-162 and A.R.S. Title 16, Ch. 4, Art. 8;

**WHEREAS** the JURISDICTION has the responsibility for conducting its own elections under A.R.S. Title 16;

**WHEREAS**, the JURISDICTION is authorized to enter into an Agreement with the COUNTY and RECORDER for election services under A.R.S. § 16-408 and desires to use the election services of COUNTY to conduct its election as set forth below;

NOW THEREFORE, in consideration of the mutual agreements **described** herein, the parties agree as follows:

**SECTION 1: PURPOSE**

The purpose of this Agreement is to secure the services of COUNTY, as enumerated in Section 4, for the preparation and conduct of the election described above for the JURISDICTION.

**SECTION 2. TYPES OF ELECTIONS AND IMPORTANT DATES**

COUNTY agrees to provide election services for the following elections:

**GENERAL ELECTION**

**Date of General Election: ..... <11/05/2024>**

**Early Voting Begins:..... <10/09/2024>**

**Last Day to Register to Vote:..... < 10/07/2024>**

**Last Day to Vote Early:..... < 11/01/2024>**

**SECTION 3. LIAISONS FOR JURISDICTION AND COUNTY COMMUNICATIONS**

a. Each Party designates the individuals listed below as its liaison and alternate liaison hereunder.

**Jurisdiction Liaison**

**Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_  
**Fax:** \_\_\_\_\_  
**E-mail :** \_\_\_\_\_  
**Cell Phone:** \_\_\_\_\_  
**Officer Phone:** \_\_\_\_\_

**Jurisdiction Legal Counsel:**

**Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_  
**Fax:** \_\_\_\_\_  
**E-mail:** \_\_\_\_\_  
**Cell Phone:** \_\_\_\_\_  
**Officer Phone:** \_\_\_\_\_

**County Liaison**

**Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_  
**Fax:** \_\_\_\_\_  
**E-mail :** \_\_\_\_\_  
**Cell Phone:** \_\_\_\_\_  
**Officer Phone:** \_\_\_\_\_

**County Liaison Alternate**

**Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_  
**Fax:** \_\_\_\_\_  
**E-mail:** \_\_\_\_\_  
**Cell Phone:** \_\_\_\_\_  
**Officer Phone:** \_\_\_\_\_

- b. The County Liaison shall act as the County’s primary liaison with the Jurisdiction for the Election and shall have primary responsibility for performing the County obligations hereunder. In the event the Jurisdiction needs immediate assistance and the County Liaison is unavailable, the Jurisdiction shall contact the Alternate County Liaison.
- c. The Jurisdiction Liaison shall act as the Jurisdiction’s primary liaison with the County for the Election and shall have primary responsibility for performing the Jurisdiction’s obligations hereunder. In the event that the County Liaison needs immediate assistance and the Jurisdiction Liaison is unavailable, the County Liaison shall contact the Jurisdiction’s Legal Counsel.
- d. **Notices**. All correspondence and notices required to be given under this Agreement shall be delivered to the Parties’ respective liaisons identified above at the addresses listed above. They shall be deemed

received: (1) immediately upon hand delivery or (2) immediately upon email transmission if transmitted on a business day and during regular business hours of the recipient, and otherwise on the next business day following transmission.

**SECTION 4: SERVICES TO BE PERFORMED BY COUNTY**

CCED, or its designated agent, agrees to provide the following election services for the JURISDICTION for elections specified by this agreement:

**I. PRINTING**

The statutorily required number of ballots will be designed, ordered, and printed through CCED so that the election can use the Elections System and Software (ES&S) Optical Scan and Accessible Voting System.

**II. TRANSLATION**

- A. SPANISH:** Translation of ballot text may be provided by JURISDICTION. The jurisdiction is responsible for ensuring that the Spanish translation of the ballot text also appears in the information report, publicity report, and sample ballot.
- B. NATIVE AMERICAN:** If a portion of the jurisdiction is located on a Native Reservation, all election-related materials must be translated into the appropriate Native American language to comply with Section 205 of the National Voter Registration Act. CCED will provide Navajo and Hopi language interpretation for the ballot.
- C. ACCESSIBLE AUDIO:** CCED will prepare an accessible audio ballot for the accessible ballot marking devices to be made available to voters upon request at any Early Voting location, Polling Place or Vote Center within the County.

**III. JURISDICTIONAL LIMITATION**

If the Jurisdiction encompasses territory outside of Coconino County, Arizona, this Agreement shall be construed to apply only to that portion of the Jurisdiction that falls within Coconino County.

**VI. BALLOTS**

- A.** CCED will have Official Ballots printed and distributed to the early voting sites, polling places and vote centers.
- B.** CCED will determine the number and letter of each ballot issue and question for the JURISDICTION and any other coordinating jurisdictions participating in the election.
- C.** JURISDICTION will provide CCED with final ballot language, including the Spanish translation, no later than 106 days prior to Election Day, as set forth above.

- D. The ballot language, and candidates for eligible offices in the Jurisdiction must be submitted via “Certified Ballot Language” form, from the Jurisdiction Liaison with the seal of the Jurisdiction. (Exhibit A.)
- E. After 106 days prior to election day, JURISDICTION will pay \$100 per change to CCED for any changes or alterations to final ballot language unless such change is required due to an error or omission made by CCED.
- F. CCED shall provide the JURISDICTION a ballot proof. The JURISDICTION shall have two calendar days following receipt of the proof to notify CCED of any corrections to the ballot because of errors or omissions.
- G. Should the JURISDICTION notify CCED of corrections later than the allowable response period outlined above, COUNTY may at its option, modify the ballot and bill the JURISDICTION the full actual incurred labor and materials cost to make the requested corrections, or COUNTY may terminate this agreement with written notice to the JURISDICTION within 3 calendar days of its receipt of the correction request from JURISDICTION. The three-calendar day period includes the day of receipt by the COUNTY of the correction request if such receipt occurs before noon on a business day.
- H. No corrections sent by the JURISDICTION to the COUNTY within 60 days prior to the election date will be made to ballots printed by the COUNTY.
- I. Consistent with SECTION 9: INDEMNIFICATION OF COUNTY AND DISTRICT, set forth below, JURISDICTION shall bear the full liability and associated costs, including attorney’s fees, arising from any damages claimed to be caused by errors in the ballots that were neither identified by the JURISDICTION during proofing phase nor communicated to the COUNTY in the permissible time period as provided in this Agreement.

**VII. ELECTION BOARD WORKERS**

CCED will recruit, train, provide and pay Election Board Workers to conduct the election on behalf of the JURISDICTION.

**VIII. POLLING PLACES**

CCED will designate and enter into lease agreements with the required number of polling places and vote centers to conduct the election. (This includes reserving each site and executing a Polling Place Agreements with each location.)

**VIII. REGISTERS AND ROSTERS**

- A. RECORDER will provide the statutory lists of registered voters for early voting and for use at the polling places and vote centers.

- B. NOTICE: Voter lists, registers, and files contain restricted data. release or distribution of all or any portion of such information is restricted and, in some cases, prohibited by law, subject to criminal prosecution.

## **IX. ELECTION DAY SUPPLIES**

CCED shall deliver, maintain, and pick up polling place and vote center supplies, while maintaining all necessary chains of custody and safety protocols.

## **X. LOGIC AND ACCURACY TEST**

- A. CCED will conduct the Logic and Accuracy Tests of vote tabulating equipment.
- B. CCED will publish notice of the Logic and Accuracy Tests.

## **XI. EARLY VOTING**

RECORDER will conduct early voting by mail and in person at locations designated by Recorder.

## **XII. BALLOT COUNTING/RESULT REPORTING**

RECORDER shall process all early and provisional ballots received and transfer them to CCED. The CCED shall count all ballots cast at a polling location or vote center on Election Day. CCED shall produce the ballot counts and upload unofficial Election results to the Election Night Reporting System (unless the Secretary of State waives or modifies this requirement).

Upon completion of the Election Canvass, the CCED shall upload a summary of Election results to the Election Night Reporting System.

If a recount is mandated pursuant to A.R.S. § 16-661, *et seq.*, CCED shall inform the JURISDICTION and follow the recount process as outlined by A.R.S. § 16-661, *et seq.*, and applicable guidance from the Arizona Secretary of State, to complete a recount and canvass the election results.

Following the canvass of the Election by the Board of Supervisors, the CCED shall upload official Precinct Election results to its public website and make these results available to the JURISDICTION upon request.

## **XIII. RECOUNT IF MANDATED BY STATE STATUTES**

If the unofficial results of the election indicate that a recount may be required pursuant to A.R.S. § 16-661 as to an election for which JURISDICTION is responsible, CCED will promptly notify JURISDICTION. Pursuant to A.R.S. § 16-662, if the office subject to a mandatory recount is to be filled by the electors of COUNTY or subdivision of COUNTY or a precinct, it will be the responsibility of COUNTY to certify the facts requiring a recount to the Coconino County Superior Court. Otherwise, if the office subject to a mandatory recount is to be filled by the electors of a municipality, and JURISDICTION is a municipality, it will be the responsibility of the governing

board of JURISDICTION to certify the facts requiring a recount to the Coconino County Superior Court. In such an event, JURISDICTION agrees that it will certify the facts requiring the recount to the Coconino County Superior Court within 24 hours of the County's canvass, as practicable, and will otherwise take all actions required of it by A.R.S. § 16-661, et seq. promptly and consistent with the deadlines imposed upon it and the County. Upon the issuance of a court order directing that a recount be conducted, CCED will conduct the recount according to A.R.S. § 16-663, on behalf of JURISDICTION. In such cases, the JURISDICTION shall bear the full cost of the recount which will be invoiced to JURISDICTION by COUNTY.

#### **XIV. RECORDKEEPING:**

CCED shall transfer the voted ballots to the County Treasurer for the retention periods outlined by Arizona Revised Statutes. The Recorder stores Early ballot affidavit envelopes as outlined by the retention periods in the Arizona Revised Statutes.

#### **XV. CCED DUTIES SUBJECT TO JURISDICTION PERFORMANCE.**

The responsibility of the COUNTY to perform the duties set forth above are contingent upon the performance of the JURISDICTION's own duties hereunder. COUNTY shall not be responsible for failing to meet any deadlines or failure to provide election services outlined herein, if such failure was caused by the JURISDICTION'S failure to timely submit the required information in a form required by this Agreement and applicable law.

### **SECTION 5: OBLIGATIONS OF JURISDICTION**

JURISDICTION, or its designated agent, agrees to:

1. Pay the following costs to CCED:
  - **\$2.00** per registered voter, except as provided below, plus:  
*Actual cost of Native American Outreach, if applicable*  
*Actual cost of Spanish translation, if applicable*
  - \$100 per late correction submitted to the COUNTY if accepted by COUNTY.
  - Actual costs of labor, and materials when due to an error of the JURISDICTION.
2. Pay any additional or unique election costs resulting from JURISDICTION delays and/or special preparations or cancellations relating to the JURISDICTION's participation in the Election run by COUNTY.
3. Pay the actual costs incurred by COUNTY in the event of a recount required by law.
4. Publish and/or post all legal notices required by statute, except for the notice for the Logic and Accuracy tests.



5. Prepare, print and mail any required informational pamphlet.
6. If a change in taxing district boundaries occurs, notify the Department of Revenue by November 1 pursuant to ARS § 42-17257
7. Maintain adequate insurance coverage for public entity errors and omissions and evidence same to COUNTY along with endorsement of additional insured for its work or materials sent to the COUNTY for an election.
8. The Jurisdiction is responsible for confirming that all legal requirements have been met and that all other activities related to a given election are carried out as required. Upon request, COUNTY will provide to JURISDICTION, in advance, all ballot styles, forms, and documents pertaining to each election conducted pursuant to this Agreement for JURISDICTION's review and approval. It is the responsibility of JURISDICTION to confirm that all legal requirements are met.

#### **SECTION 6: MANNER OF FINANCING AND BUDGETING**

Each party represents that it has sufficient funds available in this current fiscal year budget to discharge the funding obligation imposed by this Agreement.

- A. COUNTY will keep a careful and accurate accounting of time, supplies, printing costs and salaries attributable to the COUNTY's administration of the election. COUNTY will keep a careful and accurate accounting of time, supplies, printing costs and salaries attributable to election services for the JURISDICTION. The JURISDICTION'S proportional share of actual costs shall be based upon COUNTY's total expenditures.

#### **SECTION 7: JURISDICTION WITHDRAWAL/CANCELLATION OF AN ELECTION**

- a. JURISDICTION may cancel an election of persons to office or withdraw a Ballot Measure only as permitted by applicable law.
- b. If JURISDICTION resolves to cancel an election to office or withdraw a Ballot Measure, JURISDICTION shall do the following:
  - i. Provide the CCED with written notice of such determination immediately.
  - ii. Provide public notice by publication of such cancellation or withdrawal as required by applicable law; and
  - iii. Pay COUNTY its actual costs incurred in connection with the cancelled election or withdrawn Ballot Measure, which may include costs incurred by the COUNTY both before and after receipt of the JURISDICTION's notice of cancellation or withdrawal. Such payment shall be due within thirty (30) days after the Jurisdiction's receipt of an invoice from the COUNTY for such payment.

## **SECTION 8: TERMINATION**

This Agreement shall terminate upon resolution of all matters connected with the elections, legal challenges excepted, or upon written notice by either party to the other within thirty (30) days prior to the election date(s). Should the election herein be challenged or questioned for any reason whatsoever, then, subject to JURISDICTION's right of indemnification under Section 8 of this Agreement, JURISDICTION shall be solely responsible for the defense of said election, provided that COUNTY shall cooperate in the defense of such challenge and shall provide its officers and employees as necessary to testify in any proceedings arising from the challenge.

**Expediency:** Failure to comply with the terms of this agreement and/or the deadlines as published in the Election Calendar or state law may result in consequences up to and including termination of this Agreement. In such cases, costs incurred up to and including termination date shall be invoiced to the JURISDICTION, and the JURISDICTION shall be fully obligated and liable to reimburse these costs to COUNTY.

## **SECTION 9: INDEMNIFICATION OF COUNTY AND JURISDICTION**

To the extent permitted by law, each party agrees to hold the other party harmless and to indemnify the other for any loss, liability or damage arising from any action, omission or negligence of each party's employees, officers or agents, regarding the performance of this Agreement. Both the JURISDICTION and the COUNTY agree that they will remain liable for their independent obligations under this agreement, and neither party shall be the agent of the other or liable for the obligations of the other.

## **SECTION 10: EFFECTIVE DATE AND TERM OF AGREEMENT**

This Agreement shall become effective from and after the date of its execution and shall terminate as provided in Section 7.

## **SECTION 11: CANCELLATION**

This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

## **SECTION 12: SEVERABILITY**

If any provision of this Agreement or application thereof is held invalid, such invalidity shall not affect other provisions or applications of this Agreement.

## **SECTION 12: EXECUTION OF COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same Agreement. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto. Each of the Parties may sign any number of copies of this Agreement. Each

signed copy shall be deemed an original, but all of them together shall represent one and the same agreement.

IN WITNESS WHEREOF, the governing bodies of each of the parties hereto have approved this agreement by resolution adopted on the dated given below.

CITY OF FLAGSTAFF:

COCONINO COUNTY:

Date of adoption: June 18, 2024

Date of adoption: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Authorized Agent)

\_\_\_\_\_  
Chair,  
Coconino County Board of Supervisors

ATTEST:

\_\_\_\_\_  
(Title of Authorized Agent)

\_\_\_\_\_  
Lindsay Daley  
Clerk of the Board

ATTEST:

\_\_\_\_\_  
Stacy Saltzburg  
City Clerk

Reviewed and approved by legal counsel and found to be within the authority of the governing body to adopt:

\_\_\_\_\_  
Attorney for Jurisdiction

\_\_\_\_\_  
Attorney for County

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Jenny Niemann, Climate Section Director  
**Co-Submitter:** Danae Presler  
**Date:** 06/12/2024  
**Meeting Date:** 06/18/2024



---

**TITLE**  
**Carbon Neutrality Plan Biannual Progress Report**

**STAFF RECOMMENDED ACTION:**

This item is for discussion only.

**Executive Summary:**

Staff will provide an informational update to highlight efforts over the past six months to advance the Flagstaff Carbon Neutrality Plan (CNP), as part of our regular 6-month update schedule. This presentation will detail the City's progress against the CNP goals and greenhouse gas mitigation targets.

**Information:**

The informational update will cover the following sections:

- Background: Review of CNP target areas and goals.
- Foundations: Actions the Sustainability Division is taking to build community capacity and lay the foundations for climate action.
- Community Greenhouse Gas Emissions: Presentation of the City's greenhouse gas emissions inventory
- Progress Updates by Sector
  - Renewable Energy
  - Building Energy Use
  - Electric Mobility
  - Active Transportation
- Beyond GHG Emissions: High-level review of resilience and equity actions, which do not focus on greenhouse gas emissions reductions, but are often combined with mitigation actions that reduce emissions.
- Next steps

---

**Attachments:** [Presentation](#)

# **CNP Biannual Progress Report**

**June 18, 2024**

# Agenda - Planting Seeds

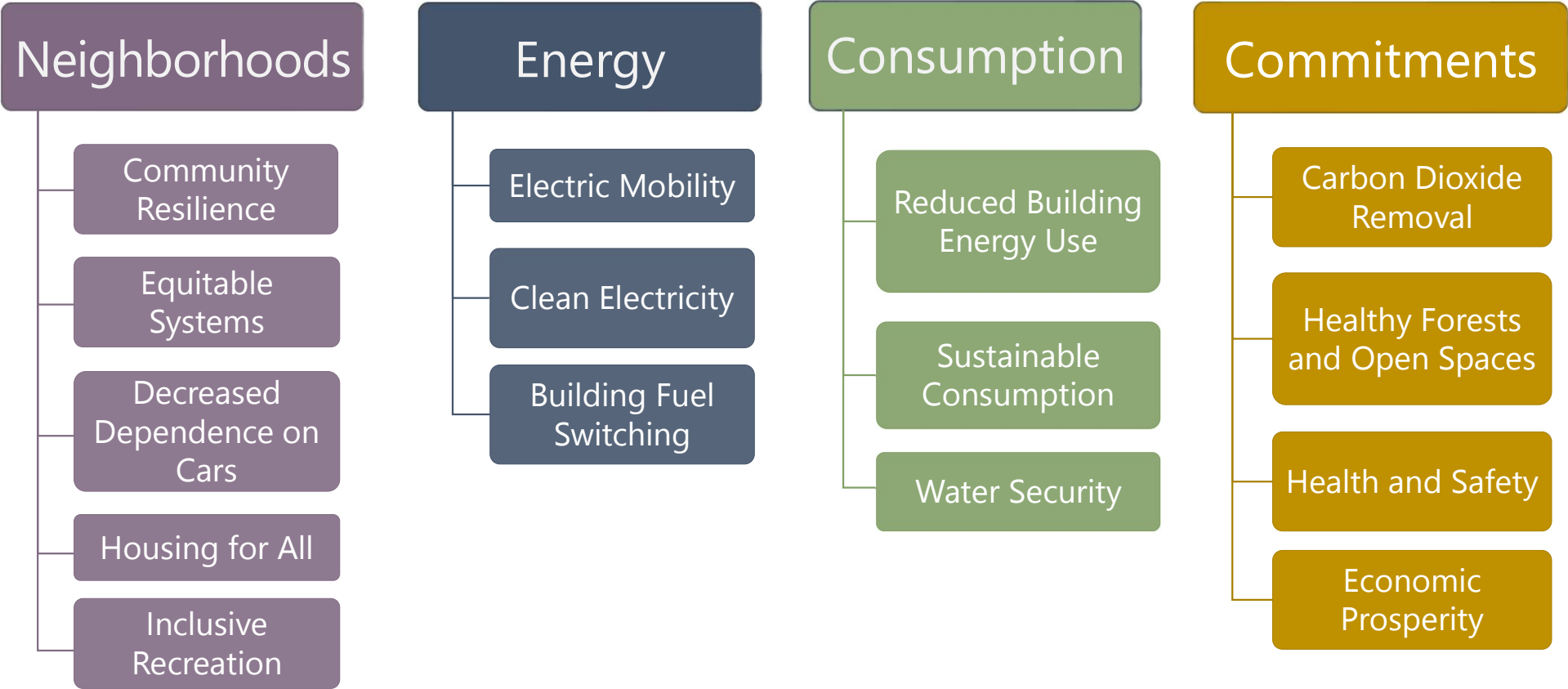
- Background: Building Blocks for Carbon Neutrality
- Foundations
- Community Greenhouse Gas Emissions
- Progress Updates by Sector
- Beyond GHG Emissions
- Next steps



# Background: Building Blocks of Carbon Neutrality



# Building Blocks of Carbon Neutrality: CNP Target Areas Impact All Sectors





# Building Blocks of Carbon Neutrality: Divvying Up the CNP Among our Team



Jenna

- Community Engagement
- Resilience hubs
- Equitable climate action

Genevieve

- Land use
- Code updates and implementation
- Business engagement

Danae

- Electric vehicles
- Building electrification
- Reducing energy use

Jake  
3-year position,  
50% grant funded\*

- Residential energy use
- Residential retrofits
- Behavior change

Jenny

- Transportation planning support
- Overall CNP goals
- Team management

Nicole

- Carbon dioxide removal
- Statewide change
- Regional partnerships

# CNP Goal Review



# Building Blocks of Carbon Neutrality: Energy use in Buildings in 2030

## COF Buildings

Reduction in energy use	Reduction in natural gas use	Retrofits
28%	60%	100% of existing buildings

## Residential Sector

Reduction in energy use	Reduction in natural gas use	Retrofits
43%	62%	50% of homes

# Building Blocks of Carbon Neutrality: Energy use in Buildings in 2030

## Commercial Sector

Reduction in energy use	Reduction in natural gas use	Retrofits
11%	20%	15% of buildings

## Industrial Sector

Reduction in energy use	Reduction in natural gas use	Retrofits
No goals set.		

# Building Blocks of Carbon Neutrality: Energy use in Buildings in 2030

## COF Buildings

New Solar Capacity	% of electricity that is zero emissions	% of buildings electrified
100%	100%	100% of new buildings

## Residential Sector

New Solar Capacity	% of electricity that is zero emissions	% of buildings electrified
10 MW from 2,000 homes	72%	68%

# Building Blocks of Carbon Neutrality:

## Energy use in Buildings in 2030

### Commercial Sector

New Solar Capacity	% of electricity that is zero emissions	% of buildings electrified
10 MW	69%	25% of buildings

### Industrial Sector

New Solar Capacity	% of electricity that is zero emissions	% of buildings electrified
5 MW	68%	0

# Building Blocks of Carbon Neutrality:

## Transportation

Reduced VMT	2019 levels
Residential density	20% increase
Distance to transit	25% decrease
ATMP	Fully funded

## Electric Vehicles

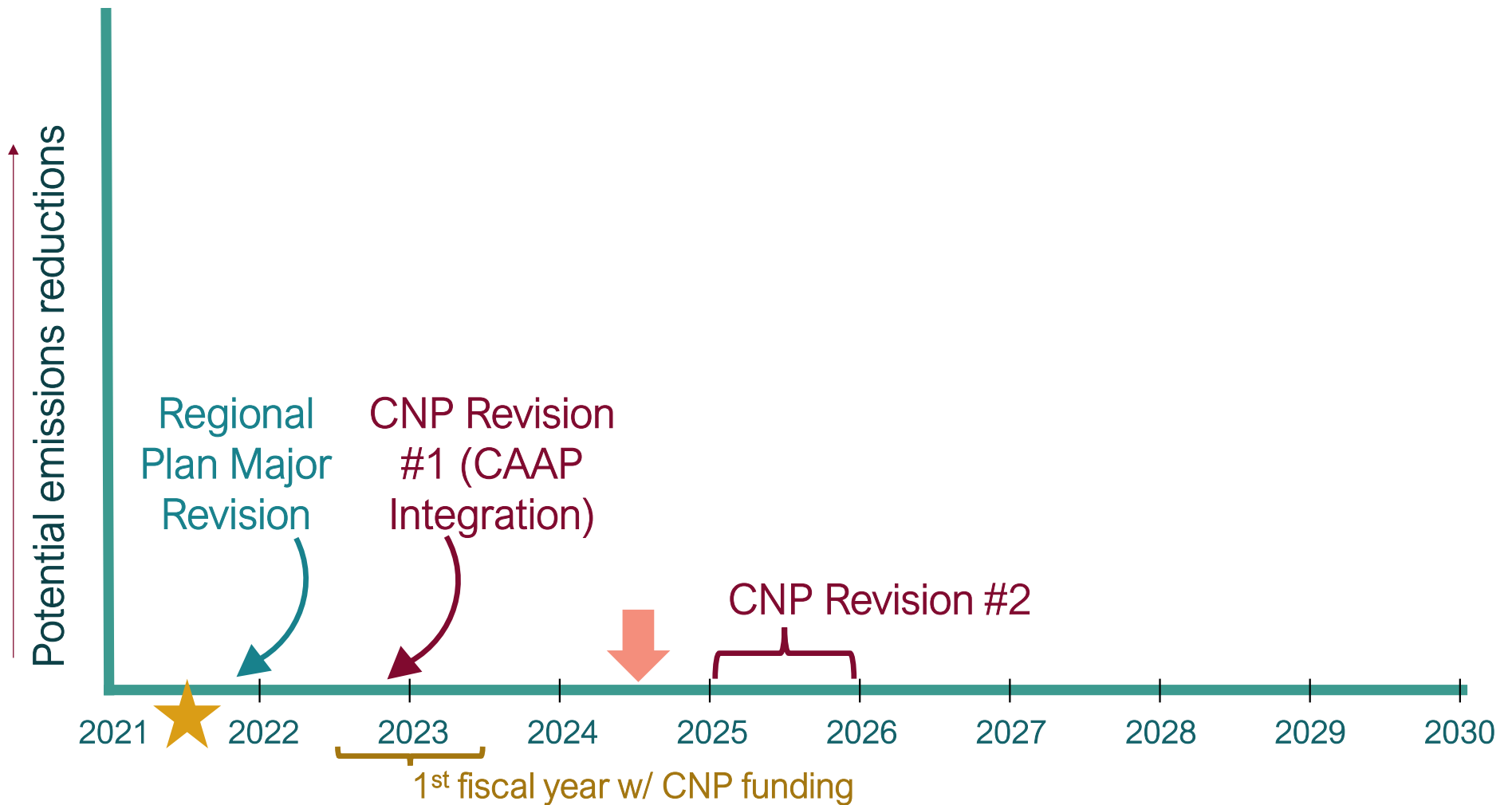
VMT from EVs	30%
% of new COF sedans and SUVs will be EVs (2022)	100%
Community EV charging stations	50

# Foundations

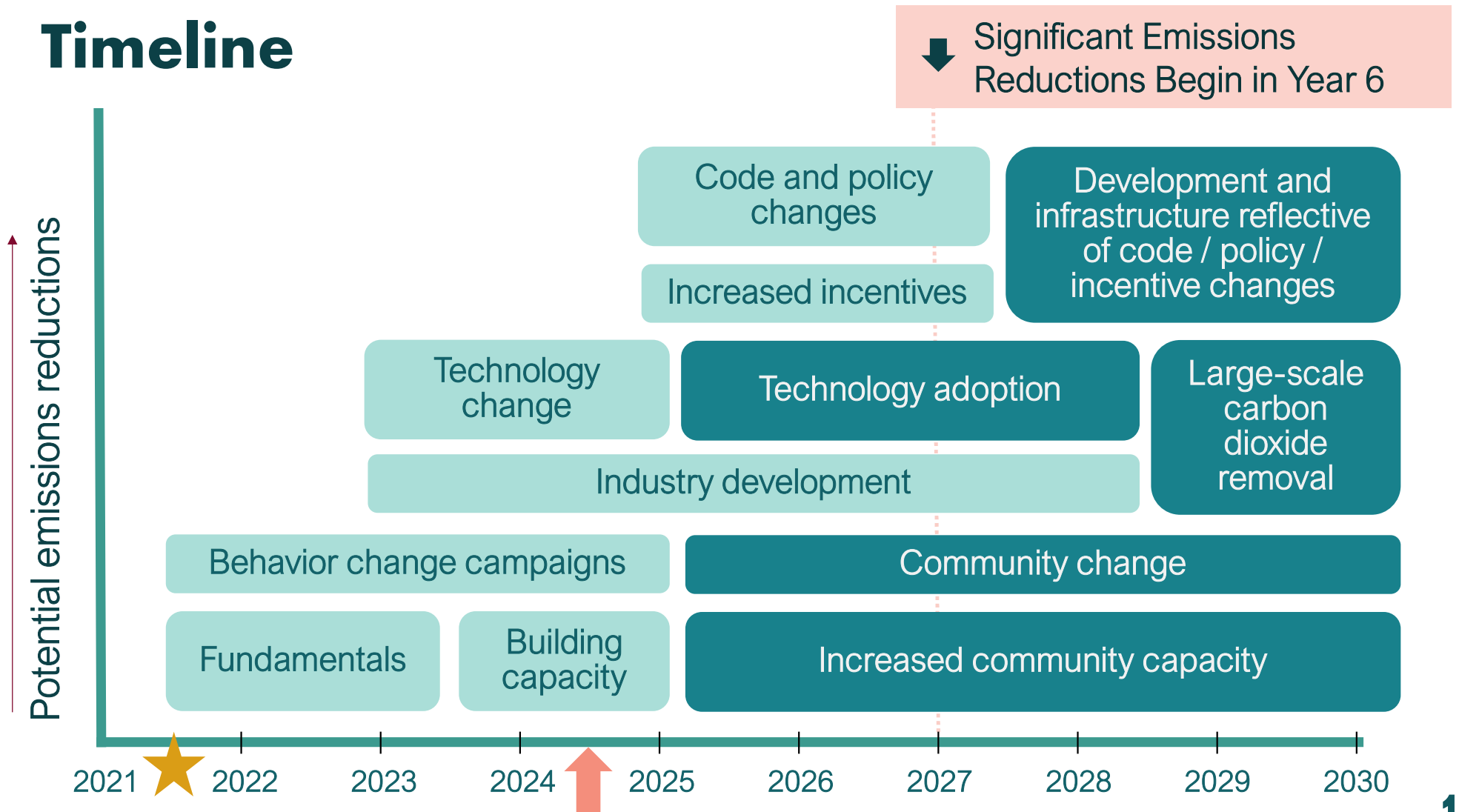




# Timeline



# Timeline



# Fundamentals

## *highlights*

- New post-CNP positions: Resilience Analyst, Energy Specialist
- Expanding existing programs: energy rebates, HEPA filter distribution, etc.
- Creating new offerings: flood proofing assistance, Climate Resilience Project, etc.
- Collecting data:
  - Investment grade energy audit for all COF buildings
  - Equity assessment



# Building Community Capacity

## *highlights*

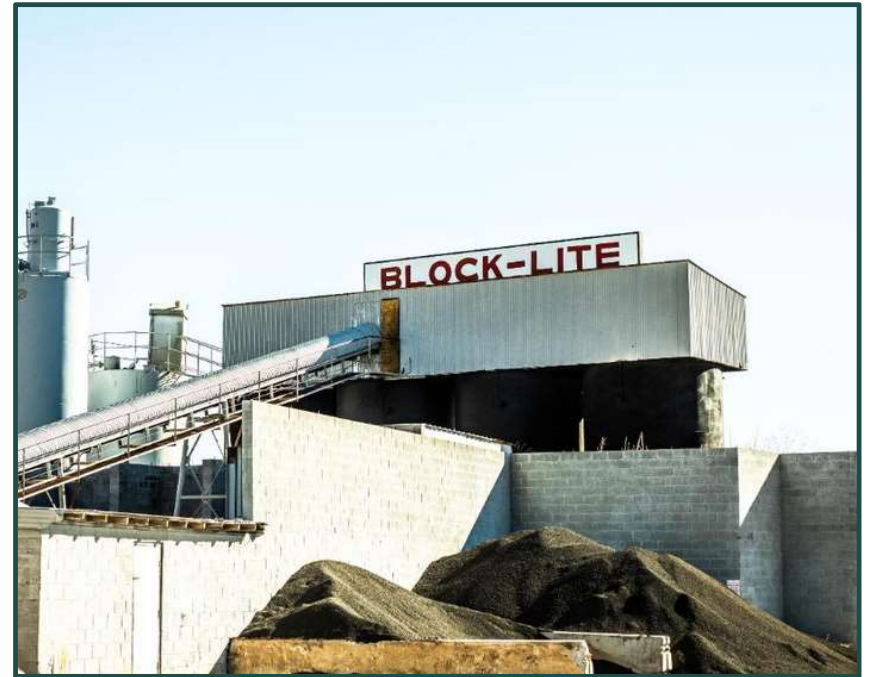
- Ongoing support for our partners:
  - NAU - Climate Action Plan and carbon neutrality goal
  - FUSD – Climate action planning
  - CCC - Sustainable workforce development collaborations
- Climate Advisory Groups
- Youth climate action support
- Arizona's Solar for All grant will build solar across Arizona, benefitting 11,000 residents



# Industry Development

## *highlights*

- Carbon dioxide removal:
  - Launched the Four Corners Carbon Coalition, which is now sponsoring Flagstaff-based carbon removal projects
- Contractor collaborations:
  - Cold climate heat pump trainings for HVAC contractors
- EV sales tax rebates: local (2020-2023) and federal (current)



# Increased Incentives

## *highlights*

- Home Weatherization and Energy Rebates – increased funding and incentives
  - Electrification focus
  - Increased incentives for low-income households
- Residential Sustainable Building Incentive



# Code and Policy Changes

## *highlights*

- Land Availability and Suitability Assessment / Code Analysis Project (LASS/CAP)
- Regional Plan update
- ATMP Engineering Standards revisions
- Building code updates

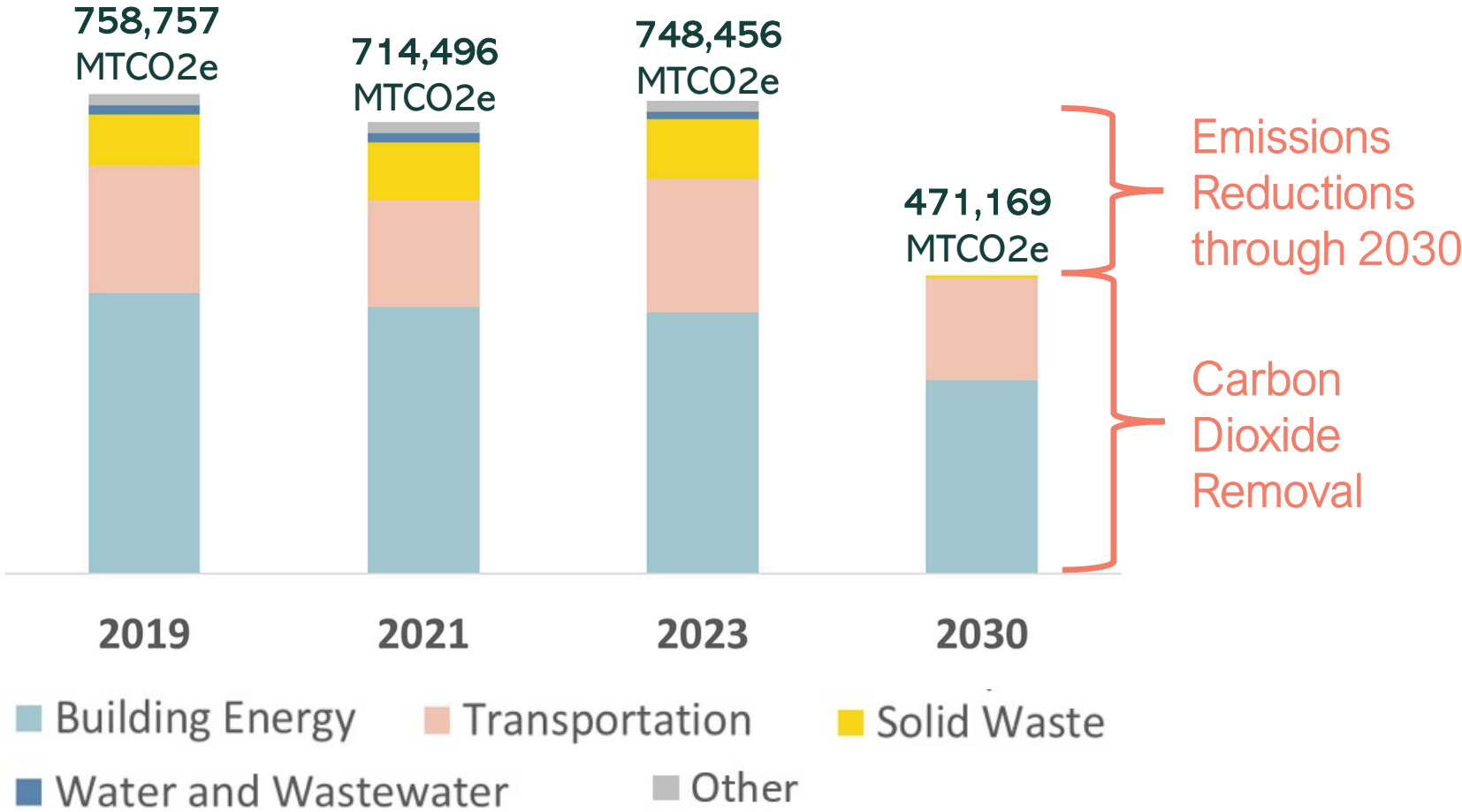


# Community Emissions

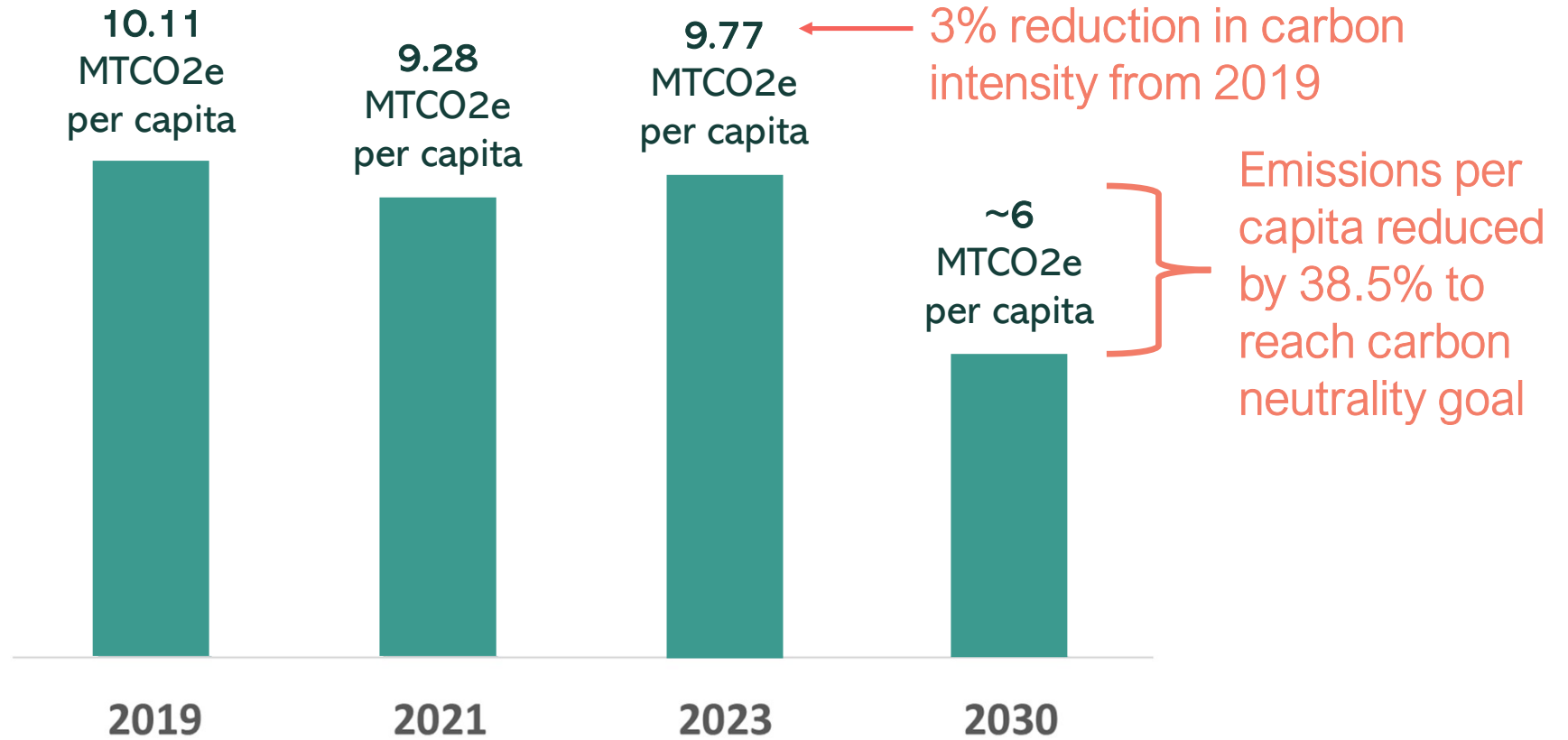




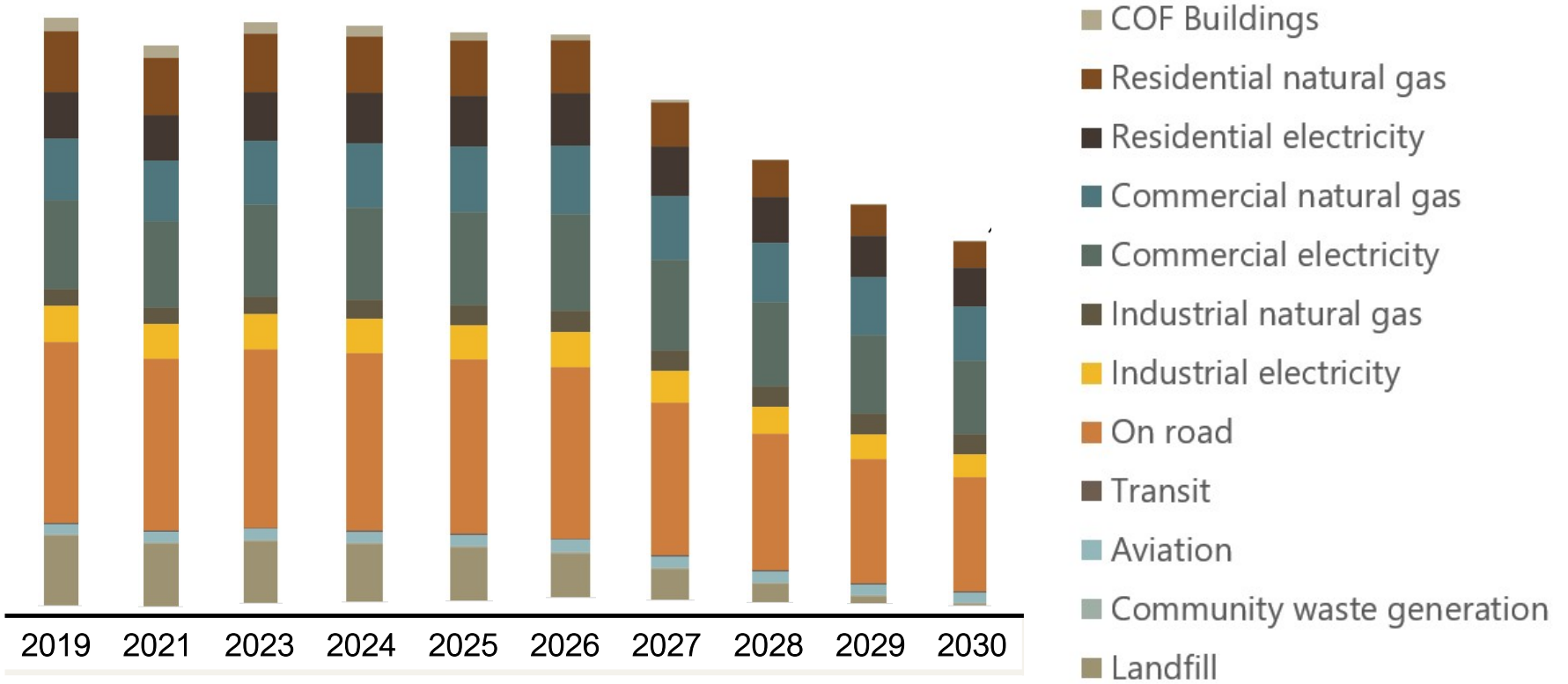
# Community Emissions



# Community Emissions Per Capita



# Community Emissions: Significant reductions will begin in year six

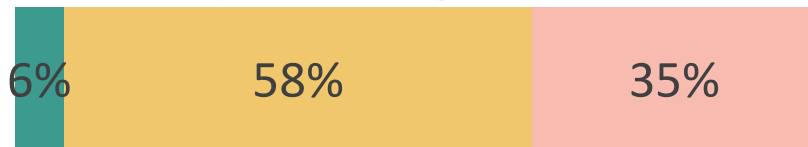


# Progress Update



# CNP Actions Update - % completed

## Priority 1: Neighborhoods



## Priority 2: Energy



## Priority 3: Consumption



## Priority 4: Commitments



■ Done    ■ In Progress    ■ Not started

# **BUILDING ENERGY**



**RENEWABLE ENERGY**



**ENERGY EFFICIENCY +  
ELECTRIFICATION**

# **WHERE:**

**CITY-OWNED BUILDINGS**

**COMMUNITY  
BUILDINGS**

# Renewable Energy: **Why and What**

Flagstaff seeks to utilize renewable and clean sources of energy

## **Why?**

- Reduced air pollution -> Improved health
- Cost savings
- Lower emissions.

## **What?**

- Solar systems on new and existing homes
- Solar on commercial and industrial buildings
- City-built solar or power purchase agreements



# Renewable Energy: **Who and How**

## Actors

- Residents, businesses, institutions
- Solar installers
- Cooperative organizations (i.e., solar united neighbors)
- APS, our electric utility
- Arizona Corporation Commission
- City of Flagstaff

## Key Performance Indicators (KPIs)

- City-owned solar
- Renewable energy purchased
- Private solar systems installed
- APS grid information



# Renewable Energy: Progress

Sector	Goal	Progress
Residential solar systems	2,000 systems 10 MW	<u>61% complete</u> 986 systems added 6.1 MW added
Solar on commercial and industrial buildings	15 MW	<u>2.6% complete</u> 0.4 MW added
City solar	100% of City electricity from City solar or power purchase agreements	Goal met!

## Highlight: Solar installations in Flagstaff

Northern Arizona Solar Co-op with Solar United Neighbors

- 129 Flagstaff residents installed solar over two rounds of the NAZ co-op
- 981 kW of solar added to the grid
- \$4.7M in energy savings over life of solar systems
- 13,213 tons of CO<sub>2</sub> avoided
- Round three currently underway; working to expand outreach to small businesses



# Renewable Energy: Recap

## Foundations

- Building code – solar readiness
- Northern Arizona Solar-co-op
- Rebates for energy service upgrades

## Upcoming Actions

- Solar for All Arizonans grant: \$156M to install solar energy systems throughout the state.
- Building code revisions
- More solar co-ops
- Engaging businesses to encourage commercial installations

# Building Energy Use: **Why and How**

Flagstaff seeks to reduce energy used in homes, businesses, and other buildings.

## **Why?**

- Improved health
- Monthly cost savings
- Lower emissions.

## **How?**

- Retrofits for existing homes, to reduce energy use and electrify homes
- Deep energy efficiency retrofits for commercial buildings
- Electrification of commercial buildings



# Building Energy Use: **Who and What**

## Actors

- Residents, businesses, institutions
- Contractors
- APS, our electric utility
- Arizona Corporation Commission (ACC)
- City of Flagstaff

## KPIs:

- Energy usage
- Home retrofit statistics



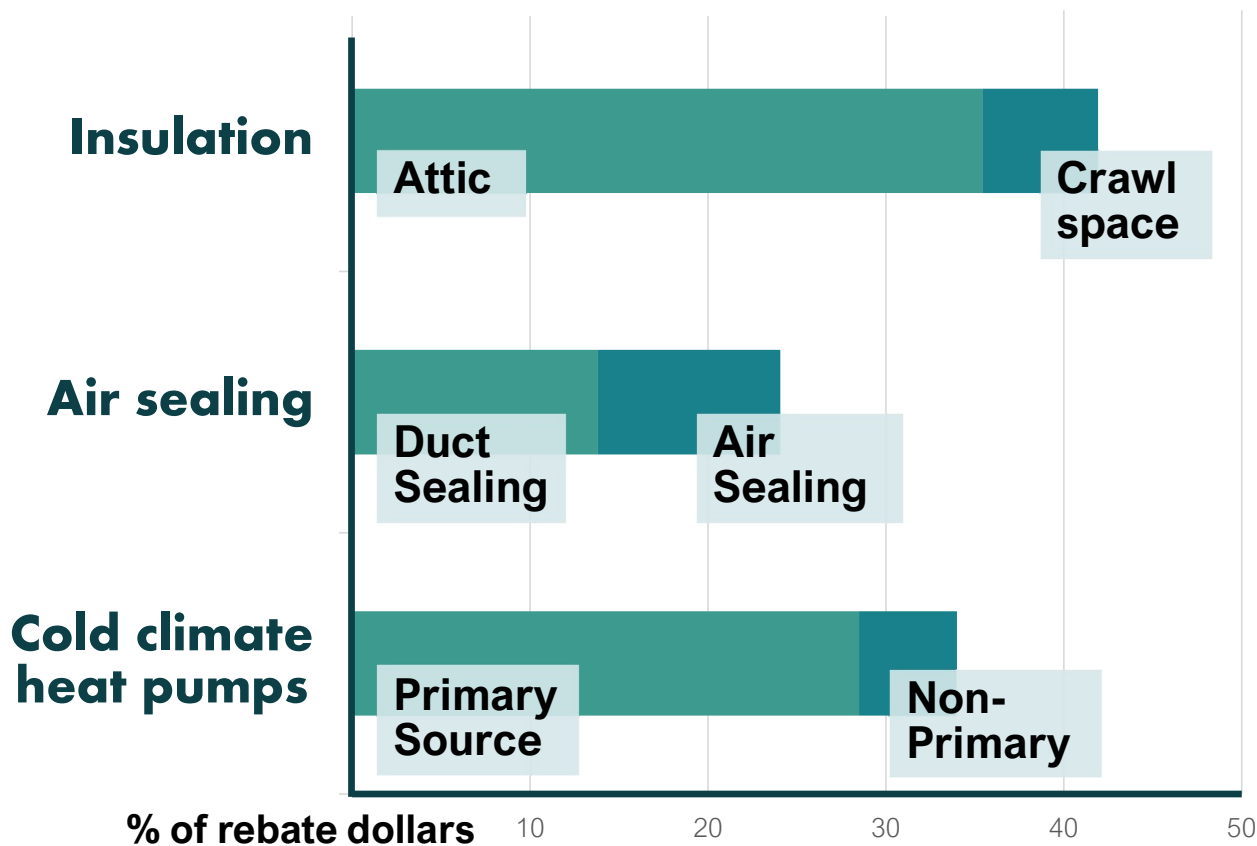
# Building Energy Use: Progress

Sector	Goal	Progress
Residential Buildings	Retrofit 50% of existing homes (12,500)	<ul style="list-style-type: none"><li>• 288 homes supported through City Energy Rebates</li><li>• Community-wide data not available</li></ul>
Commercial Buildings	Deep energy efficiency retrofits for 25% of existing buildings	Data not yet available
	15% of commercial buildings fully electrify	Data not yet available



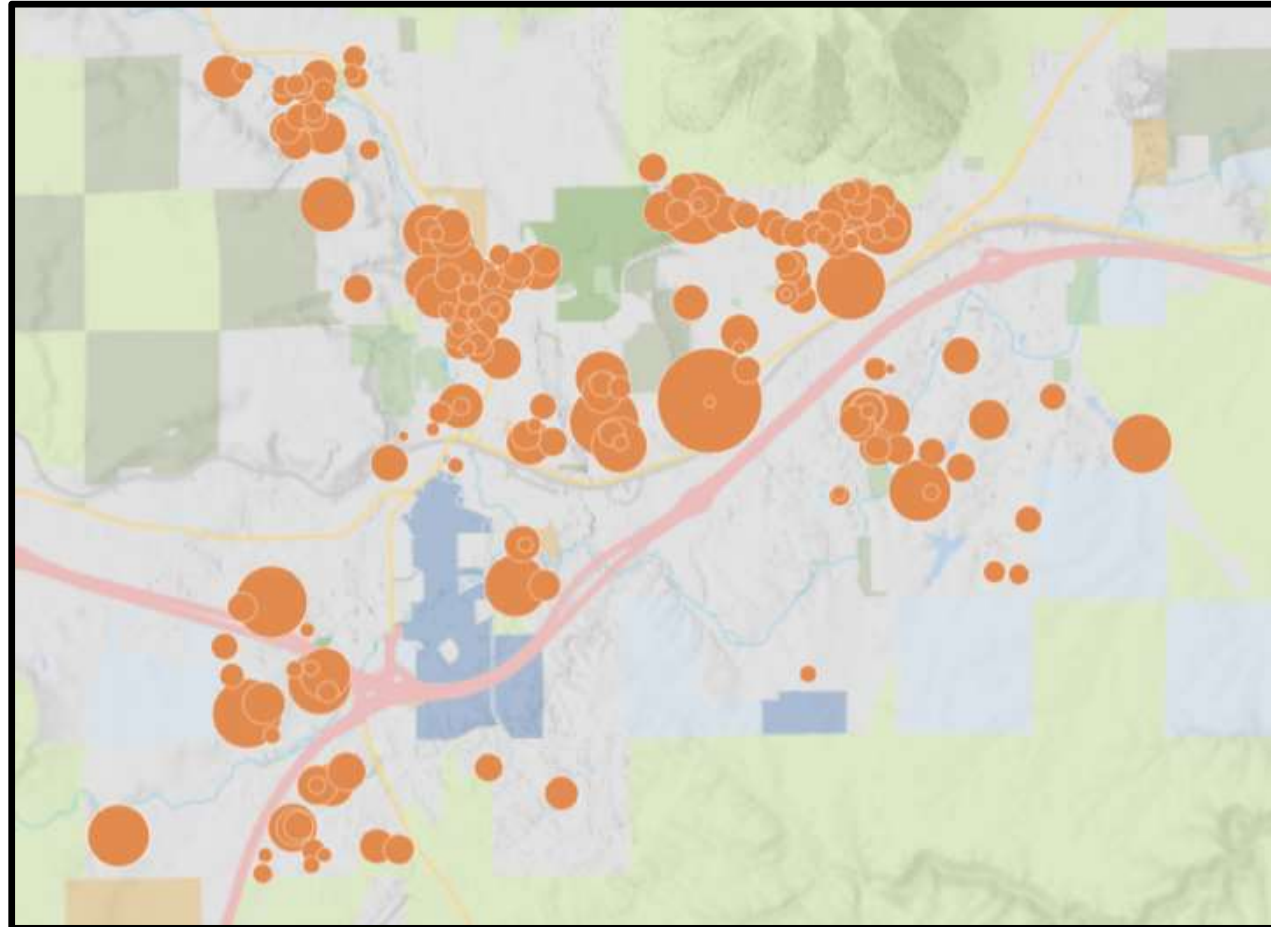
# Highlight: Home Energy and Weatherization Rebate Program

## FY24 Rebate Distribution



- 288 homes have benefitted from City rebates in the last three years.
- Low-income households can receive up to double the standard rebate.

# Energy Rebate Distribution





# Building Energy Use: Recap

## Foundations

- Weatherization and Energy Rebates
- Community engagement and education on building electrification
- Green Business Bootcamps
- Residential Sustainable Building Incentive

## Upcoming Actions

- Energy Upgrades for Healthy Homes (HUD-funded retrofits)
- Contractor outreach
- Inflation Reduction Act Rebates
- State rebates
- Commercial heat pump advancement



**TRANSPORTATION**



**VEHICLE  
ELECTRIFICATION**



**DECREASING CAR  
DEPENDENCY**

**WHERE:**

**CITY TRAVEL**

**COMMUNITY TRAVEL**

# Electric Mobility: **Why and How**

Flagstaff seeks to increase the use of electric mobility, to account for 30% of vehicle miles traveled.

## Why?

- Reduced air pollution -> Improved health
- Cost savings over the life of the vehicle
- Lower emissions.

## How?

- Vehicle electrification at the community, City, and regional institutional levels.
  - Institutions: purchasing policies and electric busses
  - Private vehicle purchases
- EV charging infrastructure: Public and private providers



# Electric Mobility: **Who and What**

## Actors

- Residents, businesses
- Institutions: Mountain Line, NAU, FUSD, County
- Car manufacturers – local and not
- Auto repair shops
- Electric charging providers
- APS, our electric utility
- Arizona Corporation Commission
- ADOT
- City of Flagstaff

## KPIs:

- # of EVs
  - City
  - Community
- % of vehicle miles traveled that are electric
- Charging infrastructure

# Electric Mobility: Progress

Topic	Goal	Progress
Portion of our travel that is electric	30% of vehicle miles traveled will come from electric vehicles	<ul style="list-style-type: none"> <li>• 766 EVs registered in Flagstaff</li> <li>• Continuing to work with partners on VMT composition data</li> </ul>
COF fleet	All new COF sedans and SUVs will be EVs (2022)	EV-first policy – electrification considered for every vehicle
Charging Stations	Provide 50 community charging stations	<b>36% complete</b> 18 EV charging stations installed
	The City will provide additional EV charging stations for fleet as needed	14 COF facilities have EV charging; more coming soon



## Highlight: NAU's Vehicle Electrification Efforts

- NAU has secured funding for their first 40' electric shuttle busses and associated charging infrastructure.
- NAU has 12 EVs today - around 4% of NAU's fleet
  - EV purchasing policy adopted in fall 2023
  - 8 EVs purchased since then.
  - Goal: increase the share of EV's by 10% annually by:
    - Reducing the number of total vehicles
    - New EV purchases

# Electric Mobility: **Recap**

## Foundations

- APS-sponsored community EV charging stations
- COF fleet chargers
- EV sales tax rebates

## Upcoming Actions

- ADOT and federal investments in EV charging infrastructure
- Expanded EV infrastructure at COF facilities

# Active Transportation: **Why and How**

Flagstaff seeks to increase the use of active transportation, and reduce the community's dependence on transportation by private vehicle.

## **Why?**

- Reduced air pollution
- Improved health
- Cost savings and greater equity
- Lower emissions

## **How?**

- Maintain 2019 vehicle miles traveled (VMT) levels
- 20% increase in residential density
- 25% decrease in distance to transit
- Full funding and rapid implementation of the Active Transportation Master Plan (ATMP)



# Active Transportation: **Who and What**

## Actors

- City of Flagstaff
- ADOT
- Institutions: Mountain Line, NAU, FUSD, County
- Businesses
- Residents

## KPIs:

- Vehicle miles traveled
- Mode share

# Active Transportation: Progress

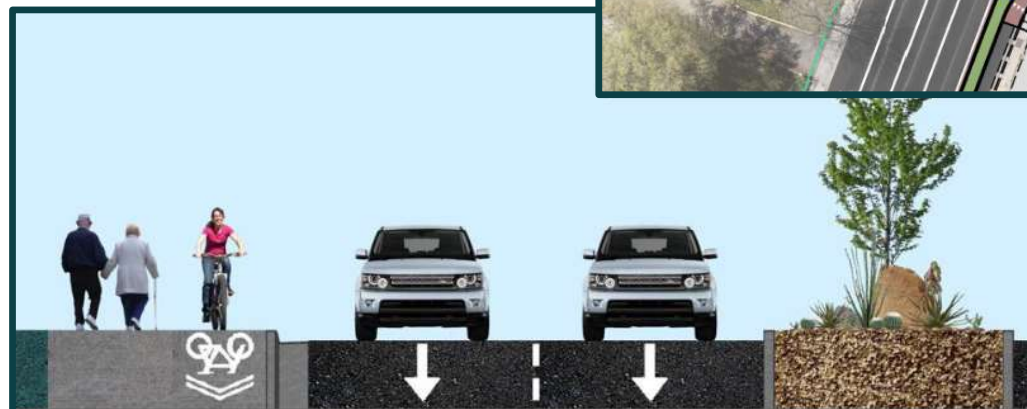
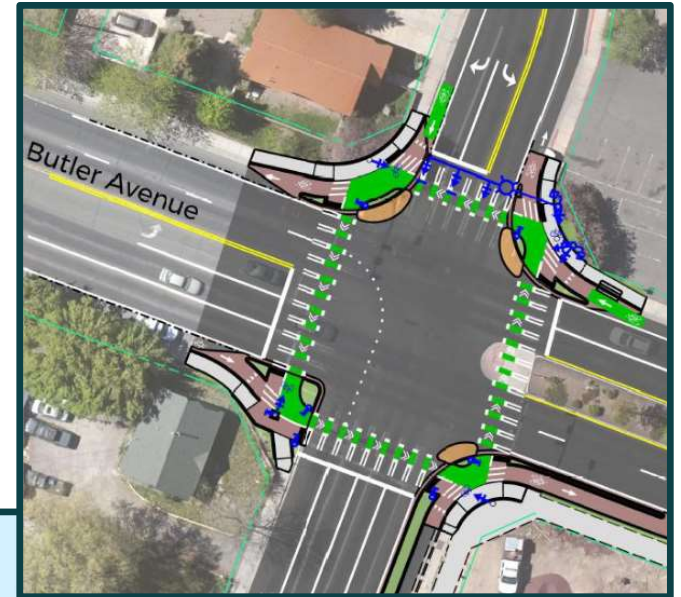
Topic	Goal	Progress
Vehicle Miles Traveled (VMT)	Maintain 2019 VMT levels	7.6% increase in VMT from 2019 to 2023
Density and Access to Transit	20% increase in residential density	<ul style="list-style-type: none"> <li>• LASS-CAP will bring forward analysis</li> <li>• Regional Plan will introduce new density</li> </ul>
	25% decrease in distance to transit	
Active Transportation Master Plan	Full funding and rapid implementation	Significant funding achieved for Butler Avenue, Downtown mile pedestrian and bike connections.



# Highlight: Butler Avenue Improvements

Continued, incremental improvements to move towards a safe systems approach:

- City's first protected bike lanes
- \$9.6 Million Safe Streets and Roads for All (SS4A) Grant
- Speed limit reductions



# Active Transportation: **Recap**

## Foundations

- Active Transportation Master Plan
- Butler Avenue iterations
- Road right-sizing

## Upcoming Actions

- Grant-funded projects: Downtown Mile, Butler Avenue
- E-bike initiative
- Transportation Master Plan (led by Transportation Engineering and Planning teams)

# Beyond GHG Emissions



**BUILDING  
RESILIENCE**



**IMPROVING  
EQUITY**



## **OUTCOMES**

- **Improved health**
- **Connected neighborhoods**
- **Prepared communities**
- **Reduced living costs**

# Community Equity

## Foundations

- Equity Climate Advisory Group
- Sustained engagement via social media
- Youth Climate Advisory Group
- HEPA filter distribution

## Upcoming Actions

- Wood stove rebates
- Energy Upgrades for Healthy Homes (HUD-funded)
- Equity assessments for all Sustainability programs



# HEPA Air Purifier Program

## Grant-funded program

- Spanning four years and multiple small grants
- 200 filters distributed since 2021

## Targeted outreach

- Residents with pre-existing conditions
- Households with members over 65 years and under 15 years
- Households with 4+ members
- Household income under AMI



## Slide 52

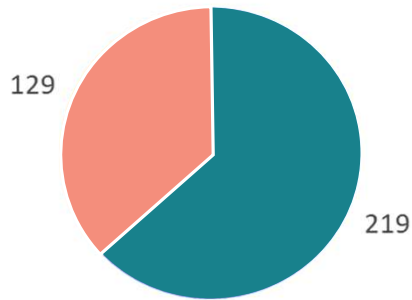
---

**NAO** [[@Brady Henderson](#)] [[@Jacob Raatz](#)] please add the total number of filters distributed to date  
Nicole Antonopoulos, 2024-06-05T03:32:40.582

# HEPA Air Purifier Program

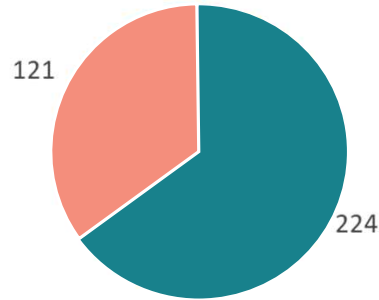
Targeted and sustained outreach led to 345 applications

### Applicant Income Range



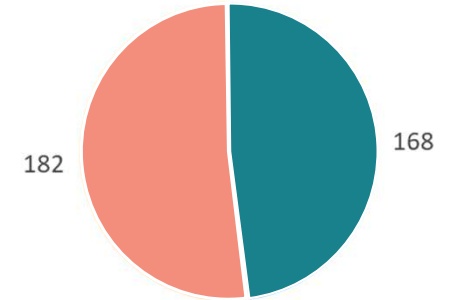
■ Below AMI  
■ Above AMI

### Applicants with Medical Conditions



■ Have a medical condition  
■ No medical condition

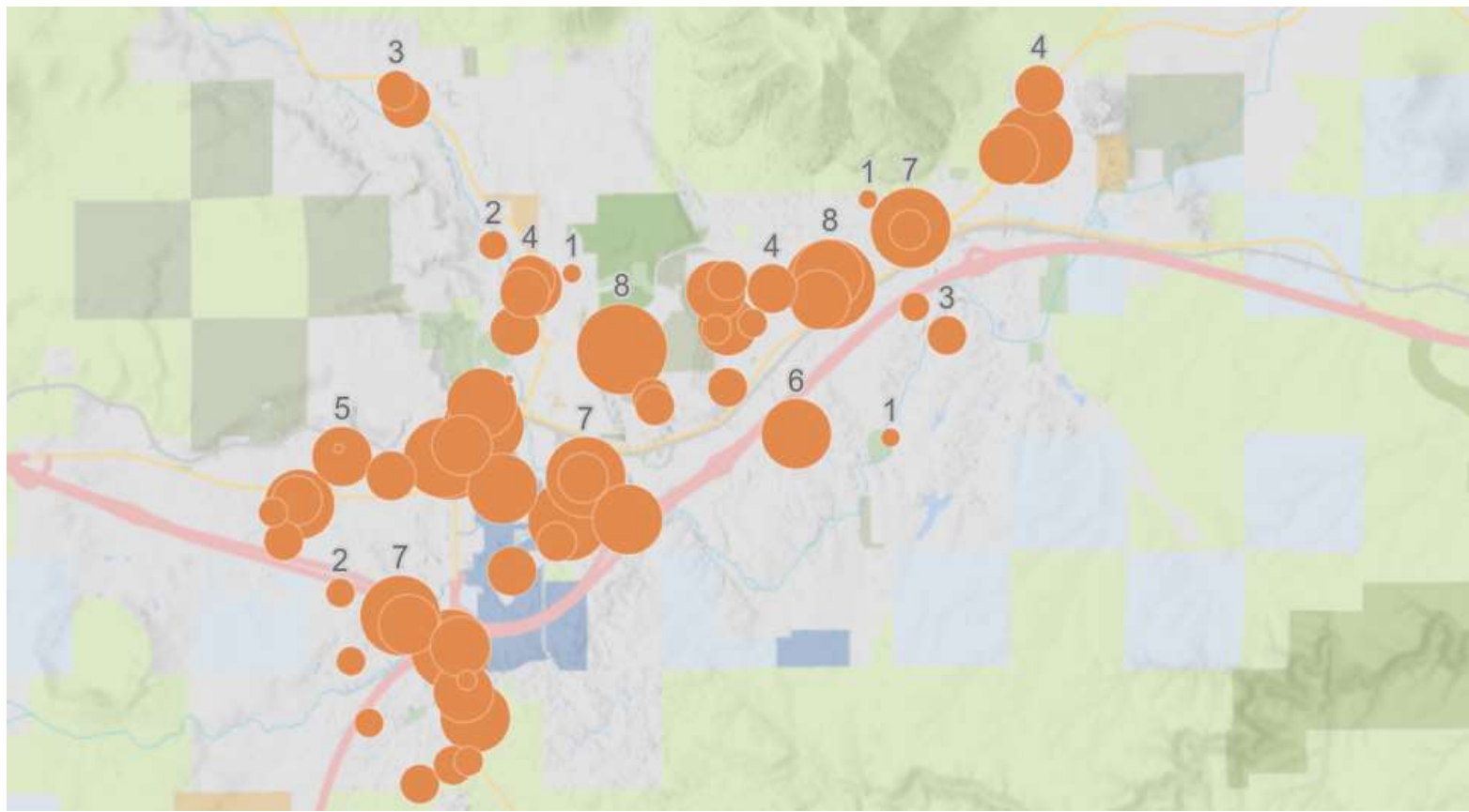
### Applicant Household Size



■ 1-2 members  
■ 3+ members

# HEPA Air Purifier Program

## Distribution across Flagstaff





# HEPA Air Purifier Program 2024

## Results and Next Steps

### Impact

- 45 Flagstaff residents received a free HEPA filter
- Improved awareness of wildfire smoke impacts
- Increased capacity to create DIY air filters

### Next Steps

- Continue HEPA distributions using grant funding
- Build upon established demand for filters
- Increase community education and partnerships

# Community Resilience

## Foundations

- Flood prevention grants
- Neighborhood Sustainability Grants
- Stream Stewards
- Neighborhood Engagement and Volunteer Services
- Climate Resilience Leaders Trainings

## Upcoming Actions

- Three Resilience Hubs across the community
- Biomass partnerships and grant applications
- New wildland fire, climate, and health coordinator



# Next steps





## **NEXT UPDATE:**

- **CARBON DIOXIDE REMOVAL**
- **FOOD**
- **WASTE**



# Continued Capacity Building

## Seeking grant funding

- Climate Pollution Reduction Grant (biomass hub)
- ADEQ Recycling Grant
- EPA Community Change Grant
- EVs – Heavy and Medium Duty Vehicle Grant

## Planning and policy change

- LASS/CAP
- Regional Plan
- Building code update





# Continued Capacity Building

## Large infrastructure needs

- Landfill gas capture
- Community-wide composting
- Transportation planning policy change

## New staff capacity

- Grant-writing part time, 3-year position
- Fire-climate-health communications (grant funded)
- Resilience Hubs Specialist (grant funded, 3 years)



**Thank You!**