

## CITY COUNCIL REGULAR MEETING AGENDA

REGULAR COUNCIL MEETING  
TUESDAY  
FEBRUARY 18, 2025

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

All City Council Meetings are live streamed on the city's YouTube page  
(<https://www.youtube.com/@FlagstaffCityGovernment>)

### **\*\*\*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 SWEET  
COUNCILMEMBER ASLAN  
COUNCILMEMBER GARCIA

COUNCILMEMBER HOUSE  
COUNCILMEMBER MATTHEWS  
COUNCILMEMBER SPENCE

#### 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. **COUNCIL LIAISON REPORTS**

6. **APPOINTMENTS**

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

A. **Consideration of Appointments:** Heritage Preservation Commission

**STAFF RECOMMENDED ACTION:**

Make one appointment to a Historic Property Owner position with a term expiring in December 2026.

B. **Consideration of Appointments:** Commission on Inclusion and Adaptive Living

**STAFF RECOMMENDED ACTION:**

Make one appointment to a term expiring in March 2027.  
Make one appointment to a term expiring in March 2028.

7. **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:** Approve the Cooperative Purchase Contract with Graybar Electric Company, Inc. for SCADA/IS for Water and Wastewater treatment software and hardware in the amount not to exceed \$195,152.45, annually.

**STAFF RECOMMENDED ACTION:**

1. Approve the Cooperative Purchase Contract with Graybar Electric Company, Inc. ("Graybar") for SCADA/IS for Water and Wastewater treatment software and hardware in the amount not to exceed \$195,152.45, annually; and
2. Request the City manager to execute all the necessary documents.

- B. **Consideration and Approval of Ratification:** Letter of Support for the AZ SMART Fund

**STAFF RECOMMENDED ACTION:**

Retroactively approve the letter of support to the Arizona State Transportation Board.

- C. **Consideration and Approval of Contract:** This agreement between the City of Flagstaff and the Arizona Department of Forestry and Fire Management will allow for the implementation of a Community Wildfire Defense Grant that will fund an update of the Greater Flagstaff Area Community Wildfire Protection Plan.

**STAFF RECOMMENDED ACTION:**

Staff recommend approving this agreement. This \$295,000 agreement will provide \$250,000 from the AZ Department of Forestry and Fire Management to update the Greater Flagstaff Area Community Wildfire Protection Plan.

- D. **Consideration and Approval of Contract:** Cooperative Purchase Contract with Phil Long Ford of Denver, LLC in the amount of \$159,849.75, for the purchase of three 2024 Ford F150 Responder Units for use as Battalion Chief vehicles for the Flagstaff Fire Department.

**STAFF RECOMMENDED ACTION:**

1. Approve Cooperative Purchase Contract with Phil Long Ford of Denver, LLC in the amount of \$159,849.75, for the purchase of three 2024 Ford F150 Responder Units for use as Battalion Chief vehicles for the Flagstaff Fire Department; and
2. Authorize the City Manager to execute the necessary documents.

- E. **Ratification and Approval for Use of Council Initiative Fund:** for use of the Council Initiative Fund to support the Flagstaff Big Read 2025 in the amount of \$1,400, the CocoNuts Robotics Team in the amount of \$2,500, and the Downtown Movies on the Square in the amount of \$3,000.

**STAFF RECOMMENDED ACTION:**

1. Ratify the use of the Council Initiative Fund for the following:
  - o Flagstaff Big Read - \$1,400
  - o CocoNuts Robotics Team - \$2,500
  - o Downtown Movies on the Square - \$3,000

- F. **Consideration and Approval of a Contract:** Purchase of Materials/Services with Summitt Forests, Inc. in an amount not to exceed \$217,042 for thinning on US Forest Service Road 535 as part of Supplemental Project Agreement 22-PA-11030400-043 between the US Forest Service - Coconino National Forest and the City of Flagstaff.

**STAFF RECOMMENDED ACTION:**

1. Approve the Contract for Purchase of Materials/Services with Summitt Forests, Inc. in an amount not to exceed \$217,042 for thinning on US Forest Service Road 535 as part of an agreement between the US Forest Service - Coconino National Forest and the City of Flagstaff; and
2. Authorize the City Manager to execute the necessary documents.

- G. **Consideration and Approval of Settlement:** Approve the settlement of the Lorraine Crim Notice of Claim dated September 13, 2024, and amended on September 23, 2024.

**STAFF RECOMMENDED ACTION:**

1. Approve settlement of the Lorraine Crim claim pursuant to the terms discussed in executive session, and
2. Authorize and direct the City Manager and/or City Attorney to execute all documents and take other actions as are necessary to finalize the settlement.

8. **ROUTINE ITEMS**

- A. **Consideration and Adoption of Resolution No. 2025-02 and Ordinance No. 2025-01:** A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain document filed with the City Clerk entitled "PZ-24-00216 - Resource Protection Standards Applicability" and an Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code.

**STAFF RECOMMENDED ACTION:**

1. Adopt Resolution No. 2025-02
2. Read Ordinance No. 2025-01 by title only for the final time
3. City Clerk reads Ordinance No. 2025-01 by title only (if approved above)
4. Adopt Ordinance No. 2025-01

- B. **Consideration and Adoption of Resolution No. 2025-03 and Ordinance No. 2025-02:** A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain document filed with the City Clerk, entitled "PZ-24-00217 - Urban Farm Land Use" and an Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code.

**STAFF RECOMMENDED ACTION:**

1. Adopt Resolution No. 2025-03
2. Read Ordinance No. 2025-02 by title only for the final time
3. City Clerk reads Ordinance No. 2025-02 by title only (if approved above)
4. Adopt Ordinance No. 2025-02

9. **REGULAR AGENDA**

- A. **Consideration and Acceptance of Highest Bids for Solicitations 2025-30 and 2025-31 for Sale of Real Property (Koch Field subdivision) and Consideration and Approval of Purchase Agreements:** with Open Sky Development, LLC for sale of 9.26 acres of residential land; and with Silver Saddle Development, LLC for the sale of 12.52 acres of residential land.

**STAFF RECOMMENDED ACTION:**

1. Accept the highest bid for Solicitation No. 2025-30 and approve Real Estate Purchase and Sale Contract for sale of 9.26 acres of residential land for \$664,000 to Open Sky Development, LLC; and
2. Accept the highest bid for Solicitation No. 2025-31 and approve Real Estate Purchase and Sale Contract for sale of 12.52 acres of residential land for \$823,000 to Silver Sky Development, LLC; and
3. Find that properties are not suitable for City development of affordable housing as proceeds from the sale need to be returned to Self-Insured Trust Fund.

- B. **Consideration and Adoption of Resolution No. 2025-09 and Ordinance No. 2025-03:** An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 13-09-002-0012, Private Pressure Wastewater Mains and Services.

**STAFF RECOMMENDED ACTION:**

At the February 18, 2025 Council Meeting:

- 1) Read Resolution No. 2025-09 by title only
- 2) City Clerk reads Resolution No. 2025-09 by title only (if approved above)
- 3) Read Ordinance No. 2025-03 by title only for the first time
- 4) City Clerk reads Ordinance No. 2025-03 by title only (if approved above)

At the March 4, 2025 Council Meeting:

- 5) Adopt Resolution No. 2025-09
- 6) Read Ordinance No. 2025-03 by title only for the final time
- 7) City Clerk reads Ordinance No. 2025-03 by title only (if approved above)
- 8) Adopt Ordinance No. 2025-03

10. **DISCUSSION ITEMS**

- A. **Discussion on reclaimed water rates following Council's request from the April 2, 2024 Council Meeting.**

**STAFF RECOMMENDED ACTION:**

Staff summarized the Reclaimed Water Working Group Guidance Document goals, actions, and considerations in the options below for Council consideration. In summary, the working group recommends implementing cost-based reclaimed water pricing during the next rate study (the water and reclaimed water rates study "check-in" is currently targeted for January 2026).

- Option 1: Explore water conservation and/or demand-smoothing actions now and direct staff to include a cost-of-service-based analysis in the next rate study
- Option 2: Do not take any action on reclaimed water rates at this time and monitor customer response to rate increases
- Option 3: Ask the Water Commission and/or Staff to take different action

**B. Overview of the Community Fire Preparedness efforts**

**STAFF RECOMMENDED ACTION:**

This is discussion only.

**11. FUTURE AGENDA ITEM REQUESTS**

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

- A. Future Agenda Item Request (F.A.I.R.):** A request by Mayor Daggett to place on a future agenda a discussion on how to organize the Fleet Electrification Policy to focus on the rightsizing of vehicles for the job.

**STAFF RECOMMENDED ACTION:**

Council Direction

- B. Future Agenda Item Request (F.A.I.R.):** A request by Mayor Daggett to place on a future agenda a discussion on the possibility of speed humps in Flagstaff and how they could work with snow operations.

**STAFF RECOMMENDED ACTION:**

Council Direction

**12. OPEN CALL TO THE PUBLIC**

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

**14. ADJOURNMENT**

**CERTIFICATE OF POSTING OF NOTICE**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
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:** Georganna Staskey, Deputy City Clerk  
**Date:** 02/13/2025  
**Meeting Date:** 02/18/2025



---

**TITLE:**

**Consideration of Appointments:** Heritage Preservation Commission

**STAFF RECOMMENDED ACTION:**

Make one appointment to a Historic Property Owner position with a term expiring in December 2026.

**Executive Summary:**

The Heritage Preservation Commission shall consist of seven (7) voting members. Additional members may be appointed in the future, if and when additional Historic Design Review Districts beyond the first district are created, to represent those additional districts and help develop and adopt design guidelines for those districts. Appointed members shall have an interest in the history of the community and heritage preservation and be committed to represent not only their specific areas of expertise, but also the community at large.

While staff tries to bring multiple applications for consideration, the Historic Property Owner position has been difficult to fill and is currently vacant.

The City of Flagstaff is committed to increasing diversity in every board and commission, please consider how the applicant stated they may contribute to this commitment.

There is one (1) application on file for a Historic Property Owner who would be a voting member. The application is as follows:

- Jose (Jesse) Dominguez (New Applicant)

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

**COUNCIL APPOINTMENT ASSIGNMENT:** Vice Mayor Sweet

**Financial Impact:**

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

**Policy Impact:**

None.

**Previous Council Decision or Community Discussion:**

None.

**Options and Alternatives to Recommended Action:**

1. Appoint one Commissioner: By appointing a Historic Preservation Owner member at this time, the

commission will be at full capacity and allows the group to meet and provide recommendations to the City Council.

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

**Connection to PBB Priorities and Objectives:**

Inclusive and Engaged Community - Foster community pride and civic engagement; advance social equity and social justice in Flagstaff; facilitate and foster diversity and inclusivity; and enhance community outreach and engagement opportunities.

**Connection to Regional Plan:**

None.

**Connection to Carbon Neutrality Plan:**

None.

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

None.

---

**Attachments:**    Heritage Preservation Commission Authority

**CHAPTER 2-19**  
**HERITAGE PRESERVATION COMMISSION**

**SECTIONS:**

- 2-19-001-0001 ESTABLISHMENT OF THE COMMISSION
- 2-19-001-0002 MEMBERSHIP
- 2-19-001-0003 TERMS AND OFFICERS
- 2-19-001-0004 MEETINGS
- 2-19-001-0005 POWERS AND DUTIES

**2-19-001-0001 ESTABLISHMENT OF THE COMMISSION:**

---

There is hereby created a commission to be known as the Heritage Preservation Commission.  
(Ord. 2010-35, Amended, 11/16/2010)

**2-19-001-0002 MEMBERSHIP:**

---

A. The membership of the commission shall consist of seven (7) voting members. Additional members may be appointed in the future, if and when additional Historic Design Review Districts beyond the first district are created, to represent those additional districts and help develop and adopt design guidelines for those districts.

1. At least two (2) members must be professionals in the areas of architecture, history, architectural history, planning, or archaeology.
2. At least two (2) members shall be owners of locally designated historic properties or properties listed on the National Register of Historic Places.
3. At least three (3) members shall be from the general community.
4. Any member may satisfy more than one (1) of the above qualifications and any "professional" category may be filled by a person who is retired from that profession.

B. Appointed members shall have an interest in the history of the community and heritage preservation and be committed to represent not only their specific areas of expertise, but also the community at large. (Ord. 2005-08, Amended, 04/05/2005; Ord. 2007-07, Amended, 02/06/2007; Ord. 2010-35, Amended, 11/16/2010; Ord. 2014-28, Amended, 11/18/2014; Ord. 2015-22, Amended, 01/05/2016; Ord. 2016-33, Amended, 09/20/2016)

**2-19-001-0003 TERMS AND OFFICERS:**

---

A. Terms of appointment shall be three years, or until a successor is appointed.

B. A chairperson and vice-chairperson shall be elected from and by the voting membership of the Commission to serve one-year terms. A chairperson may serve no more than two consecutive terms as chairperson (exclusive of a term as vice-chairperson). Upon the conclusion of a second,

consecutive term as chairperson, such commission member shall be ineligible to serve as either Chairperson or Vice-Chairperson until a calendar year has expired. (Ord. 2010-35, 11/16/2010)

**2-19-001-0004 MEETINGS:**

---

The Commission shall at a minimum hold at least one (1) regular meeting quarterly, but shall normally hold monthly meetings.

A quorum shall consist of four (4) voting members of the Commission. (Ord. 2005-08, Amended 04/05/2005; Ord. 2010-35, Amended, 11/16/2010; Ord. 2016-30, Amended, 07/05/2016)

**2-19-001-0005 POWERS AND DUTIES:**

---

- A. The Commission may recommend to the City Council that properties be designated landmarks or historic design review districts, subject to the procedures and requirements of the adopted land use regulations and/or development code of the City of Flagstaff. See Title 10, Chapter 30 of the City Code for Purpose, Applicability, Procedures and Requirements.
- B. The Commission shall increase public awareness of the value of historic, cultural, and architectural preservation by developing and participating in public education programs.
- C. The Commission shall advise and assist owners of landmarks or historic structures on physical and financial aspects of preservation, renovation, rehabilitation, and reuse.
- D. The Commission shall make recommendations to the City Council concerning the utilization of federal, state, local or private funds to promote the preservation of landmarks and historic districts within the City.
- E. The Commission may recommend acquisition of landmark structures by the City where:
  - 1. Preservation is essential to the purposes of the Land Development Code;
  - 2. Private preservation is not feasible, and where either imminent demolition is pending or, for a period in excess of one year, required maintenance of said structures according to City Building Codes has not been accomplished due to deficiencies of ownership affecting maintenance; and
  - 3. Where preservation of said structures is related to some other existing plan or report.
- F. The Commission shall review and make decisions on any development application for a Certificate of Appropriateness and require the same plans to be submitted to the Development Review Board, plus applicable elevation drawings.
- G. The Commission shall develop and adopt design guidelines for historic and non-historic structures within designated design review districts, or individual historic structures or landmarks, to assist property owners and developers in preservation, renovation, rehabilitation, and reuse of historic structures and others within designated districts. If there is more than one designated

district, the Commission shall develop appropriate design guidelines for each district. The design guidelines, and major amendments thereto, shall be subject to a public hearing before the Commission, including notification of the property owners within the district to which they would apply, per procedures outlined in Section 10-30.30 of the City Code.

H. The Commission shall carry out other such duties as determined by the City Council; and present other recommendations the City Council deems pertinent. (Ord. 1857, Enacted, 02/07/1995; Ord. 1997, Amended, 06/15/1999; Ord. 2010-35, Amended, 11/16/2010)

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Georganna Staskey, Deputy City Clerk  
**Date:** 02/13/2025  
**Meeting Date:** 02/18/2025



---

**TITLE:**

**Consideration of Appointments:** Commission on Inclusion and Adaptive Living

**STAFF RECOMMENDED ACTION:**

Make one appointment to a term expiring in March 2027.  
Make one appointment to a term expiring in March 2028.

**Executive Summary:**

The Commission on Inclusion and Adaptive Living consists of seven citizens serving three-year terms. The commission's goals are to expand educational opportunities; improve access to housing, buildings, and transportation; have greater participation in recreational, social, and cultural activities; encourage greater opportunity for employment; and expand and strengthen rehabilitative programs and facilities.

The City of Flagstaff is committed to increasing diversity in every board and commission, please consider how the applicant stated they may contribute to this commitment.

There are five (5) applications on file for consideration by the Council, they are as follows:

- Rasheera Dopson (new applicant)
- James Martinez (new applicant)
- Ethan Herrington (new applicant)
- Shayna Pitman (new applicant)
- Sarah Dorman (current commissioner)

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

**COUNCIL APPOINTMENT ASSIGNMENTS:** Councilmember Spence, Councilmember Aslan

**Financial Impact:**

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

**Policy Impact:**

Not applicable.

**Previous Council Decision or Community Discussion:**

None.

**Options and Alternatives to Recommended Action:**

1. Appoint two Commissioners: By appointing members at this time, the Commission on Inclusion and Adaptive Living will be at full membership, allowing the group to meet and provide recommendations to the City Council.
2. Postpone the action to allow for further discussion or expand the list of candidates.

**Connection to PBB Priorities and Objectives:**

Inclusive and Engaged Community - Foster community pride and civic engagement; advance social equity and social justice in Flagstaff; facilitate and foster diversity and inclusivity; and enhance community outreach and engagement opportunities.

**Connection to Regional Plan:**

None

**Connection to Carbon Neutrality Plan:**

None

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

None

---

**Attachments:**

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Tim Harrington, Utilities GIS Analyst  
**Date:** 02/13/2025  
**Meeting Date:** 02/18/2025



---

**TITLE:**

**Consideration and Approval of Contract:** Approve the Cooperative Purchase Contract with Graybar Electric Company, Inc. for SCADA/IS for Water and Wastewater treatment software and hardware in the amount not to exceed \$195,152.45, annually.

**STAFF RECOMMENDED ACTION:**

1. Approve the Cooperative Purchase Contract with Graybar Electric Company, Inc. ("Graybar") for SCADA/IS for Water and Wastewater treatment software and hardware in the amount not to exceed \$195,152.45, annually; and
2. Request the City manager to execute all the necessary documents.

**Executive Summary:**

This Cooperative Purchase Contract will assist in the performance functions the SCADA (Supervisory Control and Data Acquisition) program which are to develop, maintain, program, expand and secure the SCADA controls which automates and give remote access to processes for all water moving through the City including water production, wastewater, and reclaimed water. The SCADA system includes: the remote equipment and interfaces with the equipment in each process. The OT (Operational Technology) Servers and Clients systems that control, collect and manage data. The call-out system that alerts operations, both local and remote, that there is an alarm or warning of a safety or compliance parameter out of the normal range. the equipment and software purchased from Graybar will aid in maintaining the functionality of the SCADA system.

**Financial Impact:**

Project Name: SCADA System Improvements  
Cost: \$195,152.45, annually for a 3 year term with 2 ,1 year renewals

Water Services has budget authorization in the following accounts to cover this contract in FY2024-25:

202-08-307-1015-0-4225	\$15,000
202-08-307-1015-0-4229	21,485
202-08-307-1015-0-4231	64,885
202-08-307-1124-0-4231	5,100
202-08-307-1119-0-4225	2,000
202-08-307-1119-0-4229	2,000
202-08-307-1119-0-4231	2,000
202-08-307-1117-0-4301	13,579
202-08-307-1117-0-4231	9,585
202-08-307-1015-0-4343	96,126
202-08-307-1119-0-4343	9,500
202-08-307-1117-0-4343	8,500

Grant Funded: No

Funding Source: Water Services

**Policy Impact:**

N/A

**Previous Council Decision or Community Discussion:**

N/A

**Options and Alternatives to Recommended Action:**

1. Approve the Cooperative Purchase Contract with Graybar to authorize purchase of SCADA/IS software and equipment; or
2. Direct staff to purchase software and equipment through another procurement method.

**Background and History:**

The City of Flagstaff identified Graybar Electric Company, Inc. as the best vendor for the SCADA Communication Project due to its expertise in electrical, data communications, and security solutions. The City's Water Services Division needed specialized equipment to support SCADA (Supervisory Control and Data Acquisition) systems, which help monitor and manage critical water infrastructure. Purchasing staff utilized an existing cooperative contract through the Kansas City, Missouri EV2370 Master Agreement. Purchasing staff reviewed and approved of the procurement process under the Kansas City Master Agreement.

**Connection to PBB Priorities and Objectives:**

High Performance Governance: Serve the public by providing high quality customer service  
Sustainable: Innovative Infrastructure. Deliver outstanding service to residents through a healthy, well maintained infrastructure system

**Connection to Regional Plan:**

Goal WR 1. Maintain a sustainable water budget incorporating regional hydrology, ecosystem needs, and social and economic well-being.  
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.  
Policy WR2.2: Maintain and develop facilities to provide reliable, safe and cost effective water, wastewater, and reclaimed water services.  
Goal WR 3. Satisfy current and future human water demands and the needs of the natural environment through sustainable and renewable water resources and strategic conservation measure.  
Goal WR6. Protect, preserve, and improve the quality of surface water, groundwater, and reclaimed water in the region.

**Connection to Carbon Neutrality Plan:**

WS-1 Improve water infrastructure and expand water reuse

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

N/A

**Connection to Division Specific Plan:**

Water Service Strategic Plan 2025 Goals:  
Goal 1: Use Standards and Data to Drive Decision Making  
Goal 5: Accelerate Infrastructure Maintenance and Replacement  
Goal 6: Ensure Adequate Water Resources and Plan for Climate Change  
Goal 7: Maintain Excellent Water Quality  
Goal 8: Improve Compliance with Environmental Standards and Protections

---

**Attachments:** Cooperative Purchase Contract

## COOPERATIVE PURCHASE CONTRACT

Contract No. 2025-149

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 Graybar Electric Company, Inc., a California C corporation ("Contractor").

### RECITALS:

- A. Contractor is a fully authorized vendor of electrical, lighting, data communications and security products and related products, services and solutions;
- B. Kansas City, Missouri, was the Lead Agency in a competitive and open procurement process through Request for Proposal No. EV2370 that resulted in Contract No. EV2370 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 proposals (Scopes of Work) attached as Exhibit A, and in accordance with the Agency Contract. A general description of materials and/or services being purchased is:

### **SCADA COMMUNICATION PROJECT**

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the proposals (Scopes of Work) attached as Exhibit A and incorporated by reference.
3. 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.
4. Payment:
  - 4.1 Payment to Contractor for the materials and/or services not to exceed **one hundred ninety-five thousand one hundred fifty-two dollars and forty-five cents (\$195,152.45), annually.**
  - 4.2 As defined by the Agency Contract, the Pricing/Discount for the City's purchases will be based on the Contractor's List Price or Cost in effect at the time of order. This information shall be made available by Contractor.

- 4.3 Any adjustment in the Payment amount must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee may approve an amendment if the amendment Payment amount increase is less than \$100,000; otherwise, City Council approval is required.
5. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. If requested, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.
6. Term and Renewal: This Cooperative Purchase Contract shall commence upon execution by the Parties and shall continue for a period of three (3) years with an option for two (2) one (1)-year renewal periods.
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:

Timothy Harrington  
Water Services Manager  
City of Flagstaff  
211 W. Aspen Ave.  
Flagstaff, AZ 86001  
Phone: (928) 326-3189  
Email: tharrington@flagstaffaz.gov

To Contractor:

Kristean Alcocer Lopez  
Senior Outside Sales Representative  
2401 W. Peoria Ave., #230  
Phoenix, AZ 85029  
Phone: (480) 772-7045  
Email: Kristean.alcocer@graybar.com

With a copy to:

Teddy Callan  
Procurement Specialist  
City of Flagstaff  
211 W. Aspen Ave.  
Flagstaff, AZ 86001  
Email: Teddy.Callan@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.

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**  
**SCOPE(S) OF WORK**  
(attached)

1. GB Quote #0247217378 dated 10/09/2024 – Equipment (7 pages)
2. GB Quote #0247217384 dated 10/09/2024 – Training (2 pages)
3. GB Quote #0247217388 dated 10/09/2024 – Support (2 pages)
4. GB Quote #0247217390 dated 10/09/2024 – Assessment (2 pages)

2401 W PEORIA AVENUE STE 230  
 PHOENIX AZ 85029-4790  
 Phone: 602-269-4900  
 Fax: 602-269-4993




To: CITY OF FLAGSTAFF  
 211 W ASPEN AVE  
 FLAGSTAFF AZ 86001-5359  
 Attn: Timothy Harrington  
 Phone: 928-774-5281  
 Email: christopher.king@graybar.com  
 Fax:

Date: 10/09/2024  
**Project Name: SCADA COMMUNICATION PROJECT**  
**GB Quote #: 0247217378**  
 Purchase Order Nbr:  
 Release Nbr:  
 Additional Ref#:  
 Revision Nbr:  
 Valid From: 10/09/2024  
 Valid To: 11/08/2024  
 Contact: Bryan Avila  
 Email: bryan.avila@graybar.com

## Proposal

We appreciate your request and take pleasure in responding as follows

### Notes:

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
 100	40	SQUARE D CO.	BMXAMO0410	ANA 4 U/I OUT ISOLATED	\$550.70	1	\$22,028.00
<b>GB Part#:</b> 25281222 <a href="#">MFR SPEC SHEET</a> ***Item Note:*** * 90 DAY LEAD TIME							
 200	40	SQUARE D CO.	BMXAM0810	ANA 8 U/I IN ISOLATED FAST	\$642.35	1	\$25,694.00
<b>GB Part#:</b> 25281220 <a href="#">MFR SPEC SHEET</a> ***Item Note:*** * 90 DAY LEAD TIME							
 300	40	SQUARE D CO.	BMXDDI3202K	DIG 32I 24 VDC SINK	\$398.42	1	\$15,936.80
<b>GB Part#:</b> 25127533 <a href="#">MFR SPEC SHEET</a> ***Item Note:*** * 90 DAY LEAD TIME							
 400	10	SQUARE D CO.	BMXFCW303	FCN 2 X 20 WIRE 3M CABLE	\$75.39	1	\$753.90
<b>GB Part#:</b> 25127492 <a href="#">MFR SPEC SHEET</a> ***Item Note:*** * FACTROY STOCK							

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To: CITY OF FLAGSTAFF  
 211 W ASPEN AVE  
 FLAGSTAFF AZ 86001-5359  
 Attn: Timothy Harrington

Date: 10/09/2024  
 Project Name: SCADA COMMUNICATION PROJECT  
 GB Quote #: 0247217378

## Proposal

We appreciate your request and take pleasure in responding as follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
 500 <b>GB Part#:</b> 22121496	100	PHOENIX	3044102	UT 4	\$0.62	1	\$62.00
 600 <b>GB Part#:</b> 22124063	50	PHOENIX	3044128	UT 4-PE	\$3.53	1	\$176.50
 700 <b>GB Part#:</b> 99538183	50	PHOENIX	0800886	E/NS 35 N	\$1.34	1	\$67.00
 800 <b>GB Part#:</b> 22124061	50	PHOENIX	3046100	UT 4-HESILA 250 5X20	\$8.04	1	\$402.00
 900 <b>GB Part#:</b> 22124473	50	PHOENIX	3046090	UT 4-HESILED 24 5X20	\$7.85	1	\$392.50
 1000 <b>GB Part#:</b> 25120326 <a href="#">MFR SPEC SHEET</a>	10	SQUARE D CO.	BMXFTB2000	CAGE CLAMP TERMINAL BLOCK 20 POINTS	\$31.04	1	\$310.40

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.






This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at [https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370\\_Graybar\\_MAD\\_2017\\_12\\_20.pdf](https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf)

To: CITY OF FLAGSTAFF  
 211 W ASPEN AVE  
 FLAGSTAFF AZ 86001-5359  
 Attn: Timothy Harrington

Date: 10/09/2024  
 Project Name: SCADA COMMUNICATION PROJECT  
 GB Quote #: 0247217378

## Proposal

We appreciate your request and take pleasure in responding as follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
 1100	10	SQUARE D CO.	BMXFTB2800	SCREW TERMINAL STRIP 28 STD POINTS	\$39.18	1	\$391.80
<b>GB Part#:</b> 25477415 <a href="#">MFR SPEC SHEET</a>							
 1200	10	SQUARE D CO.	BMXP342020	CPU340-20 MODBUS ETHERNET	\$1,718.62	1	\$17,186.20
<b>GB Part#:</b> 25120205 <a href="#">MFR SPEC SHEET</a> <b>***Item Note:</b> *** * 70 day lead time							
 1300	50	PHOENIX	2907573	TMC 81C 20A	\$18.92	1	\$946.00
<b>GB Part#:</b> 25842513 <a href="#">MFR SPEC SHEET</a>							
 1400	50	PHOENIX	2907571	TMC 81C 15A	\$18.92	1	\$946.00
<b>GB Part#:</b> 25842478 <a href="#">MFR SPEC SHEET</a>							
1500	50	PHOENIX	2866514	TRIO-DIODE/12-24DC/2X10/1X 20	\$105.51	1	\$5,275.50
<b>GB Part#:</b> 25364143 <b>***Item Note:</b> *** * No additional stock is currently in transit. * Lead time is unavailable.							
 1600	50	PHOENIX	3030365	FBS 20-6	\$8.38	1	\$419.00
<b>GB Part#:</b> 99694643							

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.






This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at [https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370\\_Graybar\\_MAD\\_2017\\_12\\_20.pdf](https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf)

To: CITY OF FLAGSTAFF  
 211 W ASPEN AVE  
 FLAGSTAFF AZ 86001-5359  
 Attn: Timothy Harrington

Date: 10/09/2024  
 Project Name: SCADA COMMUNICATION PROJECT  
 GB Quote #: 0247217378

## Proposal

We appreciate your request and take pleasure in responding as follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
 1700 <b>GB Part#:</b> 25120323 <a href="#">MFR SPEC SHEET</a>	10	SQUARE D CO.	BMXDDI1602	DIG 16I 24 VDC SINK	\$208.45	1	\$2,084.50
 1800 <b>GB Part#:</b> 25120324 <a href="#">MFR SPEC SHEET</a>	10	SQUARE D CO.	BMXDDO1602	DIG 16Q TRANS SOURCE 0.5A	\$252.07	1	\$2,520.70
 1900 <b>GB Part#:</b> 25566492 ***Item Note:*** * No additional stock is currently in transit. Standard Lead Time is 109 business days (2/6/2023).	50	PHOENIX	2902992	UNO-PS/1AC/24 DC/60W	\$47.91	1	\$2,395.50
 2000 <b>GB Part#:</b> 26075996 <a href="#">MFR SPEC SHEET</a> ***Item Note:*** * 96 day lead time	50	SQUARE D CO.	781XAXRM4L-2 4D	15A SPDT 24VDC FULL-FTRD PLUG IN RELAY	\$11.15	1	\$557.50
 2100 <b>GB Part#:</b> 26076004 ***Item Note:*** * 92 day lead time	50	SQUARE D CO.	70-781D5R-1A	SOCKET 5PIN FOR 781 RELAY	\$8.28	1	\$414.00

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at [https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370\\_Graybar\\_MAD\\_2017\\_12\\_20.pdf](https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf)

To: CITY OF FLAGSTAFF  
 211 W ASPEN AVE  
 FLAGSTAFF AZ 86001-5359  
 Attn: Timothy Harrington

Date: 10/09/2024  
 Project Name: SCADA COMMUNICATION PROJECT  
 GB Quote #: 0247217378

## Proposal

We appreciate your request and take pleasure in responding as follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
 2200 <b>GB Part#:</b> 94038190 <a href="#">MFR SPEC SHEET</a>	10	HOFFMAN	CSD303012	WALL-MOUNT TYPE 4 12 ENCLOSURE	\$845.68	1	\$8,456.80
 2300 <b>GB Part#:</b> 94038132 <a href="#">MFR SPEC SHEET</a>	10	HOFFMAN	CP3030	PANEL 28.20X28.20 FITS 30 X30	\$206.22	1	\$2,062.20
 2400 <b>GB Part#:</b> 25837046 <a href="#">MFR SPEC SHEET</a>	50	PULS, L.P.	PIC120.241D	5A POWER SUPPLY	\$134.80	1	\$6,740.00
 2500 <b>GB Part#:</b> 26413379 <a href="#">MFR SPEC SHEET</a>	10	PULS, L.P.	PIRD20.241	REDUNDANCY MODULE 12-28VCD 20A DUAL INPU	\$61.62	1	\$616.20
 2600 <b>GB Part#:</b> 26098643 <a href="#">MFR SPEC SHEET</a>	15	PHOENIX	2907922	PLT-SEC-T3-12 0-P-UT/PT	\$130.54	1	\$1,958.10
 2700 <b>GB Part#:</b> 26390366 <a href="#">MFR SPEC SHEET</a>	15	PHOENIX	2907924	PLT-SEC-T3-BE -FM-UT	\$45.69	1	\$685.35

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at [https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370\\_Graybar\\_MAD\\_2017\\_12\\_20.pdf](https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf)

To: CITY OF FLAGSTAFF  
211 W ASPEN AVE  
FLAGSTAFF AZ 86001-5359  
Attn: Timothy Harrington

Date: 10/09/2024  
Project Name: SCADA COMMUNICATION PROJECT  
GB Quote #: 0247217378

## Proposal

We appreciate your request and take pleasure in responding as follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
------	----------	----------	-------------	-------------	-------	------	-----------

Total in USD (Tax not included): \$119,478.45

F O B:  
Delivery:

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at [https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370\\_Graybar\\_MAD\\_2017\\_12\\_20.pdf](https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf)

To: CITY OF FLAGSTAFF  
211 W ASPEN AVE  
FLAGSTAFF AZ 86001-5359  
Attn: Timothy Harrington

Date: 10/09/2024  
Project Name: SCADA COMMUNICATION PROJECT  
GB Quote #: 0247217378

### Proposal

We appreciate your request and take pleasure in responding as follows

---

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
------	----------	----------	-------------	-------------	-------	------	-----------

---

Signed: \_\_\_\_\_

---

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at [https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370\\_Graybar\\_MAD\\_2017\\_12\\_20.pdf](https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf)

---



2401 W PEORIA AVENUE STE 230  
 PHOENIX AZ 85029-4790  
 Phone: 602-269-4900  
 Fax: 602-269-4993

To: CITY OF FLAGSTAFF  
 211 W ASPEN AVE  
 FLAGSTAFF AZ 86001-5359  
 Attn: Timothy Harrington  
 Phone: 928-774-5281  
 Email: lorne.cargill@flagstaffaz.gov  
 Fax:

Date: 10/09/2024  
**Project Name:**  
**GB Quote #:** 0247217384  
 Purchase Order Nbr:  
 Release Nbr:  
 Additional Ref#:  
 Revision Nbr:  
 Valid From: 10/09/2024  
 Valid To: 11/08/2024  
 Contact: Bryan Avila  
 Email: bryan.avila@graybar.com

**Proposal**

We appreciate your request and take pleasure in responding as follows

**Notes:**

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100	6	SQUARE D CO.	CONTROL EXPERT TRAINING		\$1,850.00	1	\$11,100.00

**GB Part#:**CONTROL EXPERT TRAINING

**Subtotal:** \$11,100.00  
**Estimated Tax :** \$0.00  
 (Actual tax value will be calculated at time of order placement)  
**Total :** \$11,100.00

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To: CITY OF FLAGSTAFF  
211 W ASPEN AVE  
FLAGSTAFF AZ 86001-5359  
Attn: Timothy Harrington

Date: 10/09/2024  
Project Name:  
GB Quote #: 0247217384

### Proposal

We appreciate your request and take pleasure in responding as follows

---

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
------	----------	----------	-------------	-------------	-------	------	-----------

---

Signed: \_\_\_\_\_

---

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at [https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370\\_Graybar\\_MAD\\_2017\\_12\\_20.pdf](https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf)

---



2401 W PEORIA AVENUE STE 230  
PHOENIX AZ 85029-4790  
Phone: 602-269-4900  
Fax: 602-269-4993

To: CITY OF FLAGSTAFF  
211 W ASPEN AVE  
FLAGSTAFF AZ 86001-5359  
Attn: Timothy Harrington  
Phone: 928-774-5281  
Email: lorne.cargill@flagstaffaz.gov  
Fax:

Date: 10/09/2024  
**Project Name:**  
**GB Quote #:** 0247217388  
Purchase Order Nbr:  
Release Nbr:  
Additional Ref#:  
Revision Nbr:  
Valid From: 10/09/2024  
Valid To: 11/08/2024  
Contact: Bryan Avila  
Email: bryan.avila@graybar.com

### Proposal

We appreciate your request and take pleasure in responding as follows

**Notes:**

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100	1	SQUARE D CO.	771ADVCEXL	ADVANCED CONTROL EXPERT L TEAM SUPPORT	\$4,574.00	1	\$4,574.00
<b>GB Part#:</b> 26417750							

**Total in USD (Tax not included):** \$4,574.00

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at [https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370\\_Graybar\\_MAD\\_2017\\_12\\_20.pdf](https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf)

To: CITY OF FLAGSTAFF  
211 W ASPEN AVE  
FLAGSTAFF AZ 86001-5359  
Attn: Timothy Harrington

Date: 10/09/2024  
Project Name:  
GB Quote #: 0247217388

### Proposal

We appreciate your request and take pleasure in responding as follows

---

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
------	----------	----------	-------------	-------------	-------	------	-----------

---

Signed: \_\_\_\_\_

---

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at [https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370\\_Graybar\\_MAD\\_2017\\_12\\_20.pdf](https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf)

---



2401 W PEORIA AVENUE STE 230  
 PHOENIX AZ 85029-4790  
 Phone: 602-269-4900  
 Fax: 602-269-4993

To: CITY OF FLAGSTAFF  
 211 W ASPEN AVE  
 FLAGSTAFF AZ 86001-5359  
 Attn: Timothy Harrington  
 Phone: 928-774-5281  
 Email: lorne.cargill@flagstaffaz.gov  
 Fax:

Date: 10/09/2024  
**Project Name:**  
**GB Quote #:** 0247217390  
 Purchase Order Nbr:  
 Release Nbr:  
 Additional Ref#:  
 Revision Nbr:  
 Valid From: 10/09/2024  
 Valid To: 11/08/2024  
 Contact: Bryan Avila  
 Email: bryan.avila@graybar.com

**Proposal**

We appreciate your request and take pleasure in responding as follows

**Notes:**

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100	1	SQUARE D CO.	SCHNEIDER SERVICES	* CYBERSECURITY ASSESSMENT VFD SUPPORT SWITCHGEAR MAINTENANCE ELECTRICAL SERVICES.	\$60,000.00	1	\$60,000.00

**GB Part#:**SCHNEIDER SERVICES

**Subtotal:** \$60,000.00  
**Estimated Tax :** \$0.00  
 (Actual tax value will be calculated at time of order placement)  
**Total :** \$60,000.00

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at [https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370\\_Graybar\\_MAD\\_2017\\_12\\_20.pdf](https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf)

To: CITY OF FLAGSTAFF  
211 W ASPEN AVE  
FLAGSTAFF AZ 86001-5359  
Attn: Timothy Harrington

Date: 10/09/2024  
Project Name:  
GB Quote #: 0247217390

### Proposal

We appreciate your request and take pleasure in responding as follows

---

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
------	----------	----------	-------------	-------------	-------	------	-----------

---

Signed: \_\_\_\_\_

---

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at [https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370\\_Graybar\\_MAD\\_2017\\_12\\_20.pdf](https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf)

---

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

1. Exhibit B.1 – Agency Contract
2. Exhibit B.2 – Renewal
3. Exhibit B.3 – Pricing

EXHIBIT B.1 - AGENCY CONTRACT

**STANDARD CITY CONTRACT**

**MASTER CONTRACT FOR PRODUCTS AND SERVICES - THE CITY OF KANSAS CITY, MISSOURI**

**CONTRACT NO.: EV2370**

**TITLE/DESCRIPTION: Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions**

---

THIS Contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("CITY"), and Graybar Electric Company, Inc. ("CONTRACTOR").

**Sec. 1. The Contract.** The Contract between the CITY and CONTRACTOR consists of the following Contract Documents:

- (a) this Contract;
- (b) CONTRACTOR's Proposal dated October 6, 2017, that is attached hereto and incorporated into this Contract;
- (c) CITY's RFP No. EV2370 that is incorporated into this Contract by reference;
- (d) any CITY Issued Purchase Order;
- (e) any CITY and CONTRACTOR executed Work Order that is incorporated into a CITY issued Purchase Order;
- (f) any and all Attachments and Exhibits attached to the Contract. All documents listed in this Section 1 shall be collectively referred to as the "Contract Documents" and are incorporated into this Contract. CITY and CONTRACTOR agree that the terms "Agreement" and "Contract" and "Contract Documents" are used interchangeably in this Contract and the terms "Agreement" and "Contract" and "Contract Documents" each include all "Contract Documents."

**Sec. 2. Initial Term of Contract and Additional Periods.**

- (a) **Initial Term.** The initial term of this Contract shall begin on February 1, 2018, and shall end on January 31, 2023. The Manager of Procurement Services is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.
- (b) **Renewal Terms.** At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to three (3) additional two (2) year terms.

- (c) **Transition Term.** Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.

**Sec. 3. Purchase Orders and Work Orders.**

- (a) **Purchase Order.** CITY shall order all Electrical, Lighting, Data Communications, and Security Products and Related Products, Services and Solutions, (hereinafter "the Products" or "Products and Services" or "Services" depending on the context of the terms used) by means of a Purchase Order issued by the CITY's Manager of Procurement Services for which sufficient funds have been certified and encumbered by the City's Director of Finance. CONTRACTOR shall not provide any "Products" or "Products and Services" or "Services" in excess of the dollar amount contained in any Purchase Order even if there is an executed Work Order between the CITY and CONTRACTOR. CONTRACTOR shall not be entitled to any payment from CITY in excess of the dollar amount of the Purchase Orders from CITY even if such amount is authorized in a Work Order executed by CITY and CONTRACTOR. All Purchase Orders shall automatically incorporate the Contract and all Contract requirements even if the Contract is not referenced.
- (b) **Goods and Products.** CONTRACTOR shall timely provide all Goods and Products ordered by the CITY at the Prices set forth in the Contract. The terms "Goods" and "Products" are used interchangeably under this Contract and each term includes the other term.
- (c) **Services or Work Orders for both Products and Services.**
  1. The CITY may request CONTRACTOR to provide Services or both Products and Services. Prior to CONTRACTOR submitting a written detailed Proposal for Services or for both Products and Services to a requesting CITY Department, the CONTRACTOR must obtain written authorization from the CITY's Manager of Procurement Services to submit a Proposal to the CITY Department. CONTRACTOR shall not perform any Services or provide both Services and Products unless the Manager of Procurement Services authorizes CONTRACTOR to provide Services or both Products and Services and all other contractual requirements are met including the Pricing for all Products, Products and Services and Services.
  2. Prior to the Manager of Procurement Services authorizing CONTRACTOR to provide Services or both Products and Services to a CITY Department, the Manager of Procurement Services shall:
    - a. Obtain MBE/WBE goals from the CITY's Director of Human Relations if the estimated cost of the Services or Products and Services exceeds the dollar thresholds for MBE/WBE goals and Workforce Goals for MBE/WBE goals;
    - b. Have the CITY's Director of Human Relations determine whether the needed Services are subject to Prevailing Wage requirements and Payment Bond and Performance and Maintenance Bond requirements;

- c. Any other Legal requirements including compliance with the CITY's SLBE requirements
  - d. if the CITY's MBE/WBE program requirements are not applicable due to not meeting the dollar thresholds.
3. If the Manager of Procurement Services authorizes CONTRACTOR to submit a Proposal for Services or for both Products and Services, CONTRACTOR shall submit a detailed Proposal that includes the Scope of Services, the Proposed Schedule, the Price and if applicable, comply with MBE/WBE goals, Prevailing Wage requirements, and Payment Bond and Performance Bond requirements, or SLBE requirements. If the CITY and CONTRACTOR agree to CONTRACTOR's Proposal, the CITY will issue a Purchase Order and Work Order that is executed by the CITY and CONTRACTOR. All Work Orders and Purchase Orders signed by the CITY and CONTRACTOR shall automatically incorporate this Contract (even if the Work Order does not specifically incorporate this Contract).
- (d) CONTRACTOR shall bill the City, in a form acceptable to the City, on the following basis: monthly.

**Sec. 4. Effective Date of Contract.**

- (a) Notwithstanding Section 2 of this Contract, neither party has any obligation under this Contract until the Manager of Procurement Services issues a Purchase Order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.
- (b) The date of the first Purchase Order issued by the CITY is the effective date of this Contract.
- (c) The date of the first Purchase Order issued by the CITY after the CITY renews this Contract shall be the effective date of the renewal term or transition term.

**Sec. 5. Invoices.**

- (a) CONTRACTOR shall submit to CITY a request for payment (hereinafter "Invoice") for services performed in sufficient detail for the CITY to determine that the amount CONTRACTOR is requesting is in fact due and payable.
- (b) CITY shall not pay any Invoice from CONTRACTOR unless CONTRACTOR is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by CITY as a result of breach or default by CONTRACTOR, CITY may withhold payment(s) to CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to CITY from CONTRACTOR may be determined.

- (c) CITY shall not process CONTRACTOR's Invoice unless CONTRACTOR's Invoice is in proper form, correctly computed, and is approved by CITY as payable under the terms of this Contract.
- (d) CITY is not liable for any obligation incurred by CONTRACTOR except as approved under the provisions of this Contract.
- (e) If CONTRACTOR is required to meet MBE/WBE goals for this Contract, CONTRACTOR shall not submit an Invoice to the City unless CONTRACTOR's Invoice is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted by CONTRACTOR to the City's Human Relations Department. CONTRACTOR shall remain current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports. CITY shall not pay CONTRACTOR's Invoice unless CONTRACTOR is current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports.
- (f) Payment terms are net 30 days.

**Sec. 6. Representations and Warranties of CONTRACTOR.** CONTRACTOR hereby represents and warrants to the CITY the following:

- (a) CONTRACTOR is in good standing under the laws of the state of Missouri and each state in which it does business, except any such state where the failure to be in good standing would not have a material adverse effect on CONTRACTOR's ability to perform this Contract in accordance with its terms.
- (b) The execution, delivery and performance by CONTRACTOR of this Contract have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of CONTRACTOR's board of directors; (ii) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any governmental department, commission, board, bureau, agency or instrumentality, or any third party, except such authorization, consent, approval, registration, declaration, filing or notice as has been obtained prior to the date hereof; (iii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to CONTRACTOR or its articles or by-laws; and (iv) result in a breach of or constitute a default under any material agreement, lease or instrument to which CONTRACTOR is a party or by which it or its properties may be bound or affected.
- (c) CONTRACTOR shall not enter into any contract for the services to CITY that purports to grant a security interest or right of repossession to any person or entity respecting the services, or any portions thereof or chattels placed thereon.
- (d) There is no litigation, proceeding or other investigation pending or, to the knowledge of CONTRACTOR, threatened against CONTRACTOR which would prevent consummation of the transaction contemplated by this Contract or would have a materially adverse effect on CONTRACTOR.
- (e) CONTRACTOR warrants that all goods and Products are sold free of any security interest and will make available to CITY all transferable warranties (including without limitation

warranties with respect to intellectual property infringement) made to CONTRACTOR by the manufacturer of the goods. CONTRACTOR MAKES NO OTHER IMPLIED WARRANTIES, AND SPECIFICALLY MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SELLER, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR CONNECTION WITH 1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR 2) IN A HEALTHCARE SITUATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.

- (f) Neither party shall be liable for any delay or failure to perform under this Agreement in the event and to the extent that such delay or failure arises out of war, civil commotion, acts of God, accident, fire or water damage, explosion, strikes or lockouts, delay in transportation, legislative action, government regulations or any other event beyond the respective party's reasonable control.

**Sec. 7. Survival of the Representations, Warranties and Covenants.** All representations, warranties and covenants expressed herein shall survive the execution of this Contract for the benefit of the parties hereto.

**Sec. 8. Governing Law.** This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The CITY and CONTRACTOR: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum *non conveniens* as an objection to the location of any litigation.

**Sec. 9. Termination for Convenience.** CITY may, at any time upon fifteen (15) days written notice to CONTRACTOR specifying the effective date of termination, terminate this Contract, in whole or in part.

**Sec. 10. Default and Remedies.**

- (a) If CONTRACTOR shall be in default or breach of any provision of this Contract, CITY may terminate this Contract, suspend CITY's performance, withhold payment or invoke any other legal or equitable remedy after giving CONTRACTOR ten (10) days written notice and opportunity to cure such default or breach.
- (b) If CITY shall be in default or breach of any provision of this Contract, CONTRACTOR may terminate this contract or suspend CONTRACTOR's performance after giving CITY ten (10) days written notice and opportunity to cure such default or breach.
- (c) CITY's remedies under this Agreement for the purchase of Goods and Products are subject to any limitations contained in manufacturer's terms and conditions to CONTRACTOR, a copy of which will be furnished upon written request. Furthermore, CONTRACTOR's liability shall be limited to either repair or replacement of the goods or Products and refund of the purchase price, all at CONTRACTOR's option, and in no case shall CONTRACTOR be liable for incidental or consequential damage. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.

The limitation of remedies imposed by this Section is only applicable to Products and Goods provided by CONTRACTOR and this limitation of remedies section is not applicable if CONTRACTOR provides Services or both Products, Goods and Services pursuant to Section 3(c) of this Contract.

**Sec. 11. Waiver.** Waiver by CITY of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of CITY, and forbearance or indulgence by CITY in any regard whatsoever shall not constitute a waiver of same to be performed by CONTRACTOR to which the same may apply and, until complete performance by CONTRACTOR of the term, covenant or condition, CITY shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

**Sec. 12. Acceptance.** No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

**Sec. 13. Records.**

(a) For purposes of this Section:

1. "CITY" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.
2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.

(b) CONTRACTOR shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. CITY shall have a right to examine or audit all Records, and CONTRACTOR shall provide access to CITY of all Records upon ten (10) days written notice from the CITY.

(c) The books, documents and records of CONTRACTOR in connection with this Contract shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Human Relations and the City department administering this Contract within ten (10) days after the written request is made.

**Sec. 14. Affirmative Action.** If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; In executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

- (a) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years.
- (b) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (c) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Human Relations Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

**Sec. 15. Tax Compliance.** If the CITY's payments to CONTRACTOR exceed \$160,000.01 for the period of May 1st through April 30th, CONTRACTOR shall provide proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a precondition to the CITY making the first payment under this Contract. CONTRACTOR also shall submit to the CITY proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a condition precedent to the CITY making final payment under the Contract.

**Sec. 16. Buy American Preference.** It is the policy of the CITY that any manufactured goods or commodities used or supplied in the performance of any CITY Contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

**Sec. 17. Notices.** All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this Contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to the CITY:                   City of Kansas City, Missouri  
Procurement Services Division  
414 East 12th Street, 1<sup>st</sup> Floor, Room 102 W  
Kansas City, Missouri 64106  
Attention: Cedric Rowan, C.P.M., Manager

E-mail: [cedric.rowan@kcmo.org](mailto:cedric.rowan@kcmo.org)  
Telephone: (816) 513-0814  
Facsimile: (816) 513-1066

With copies to: Law Department of Kansas City, Missouri  
414 East 12th Street, 23<sup>rd</sup> Floor  
Kansas City, Missouri 64106  
Attention: Cecilia Abbott, Esq., City Attorney  
E-mail: [cecilia.abbott@kcmo.org](mailto:cecilia.abbott@kcmo.org)  
Telephone: (816) 513-3127  
Fax: (816) 513-3133

If to the CONTRACTOR: Graybar Electric Company, Inc.  
Ronald Drescher, National Sales Manager, Corporate Sales  
11885 Lackland Road  
St. Louis, Missouri 63146  
E-mail: [ron.drescher@graybar.com](mailto:ron.drescher@graybar.com)  
Telephone: (301) 306-3263  
Mobile: (301) 830-1424

**Sec. 18. General Indemnification.**

- (a) For purposes of this Section only, the following terms shall have the meanings listed:
1. Claims means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the CITY in the enforcement of this indemnity obligation.
  2. CONTRACTOR's Agents means CONTRACTOR's officers, employees, subcontractors, successors, assigns, invitees, and other agents.
  3. CITY means CITY, its Agencies, its agents, officials, officers and employees.
- (b) CONTRACTOR's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of CITY, shall be limited to the coverage and limits of insurance that CONTRACTOR is required to procure and maintain under this Contract. CONTRACTOR affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.
- (c) CONTRACTOR shall defend indemnify and hold harmless CITY from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by CONTRACTOR or CONTRACTOR's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of CITY. CONTRACTOR is not obligated under this Section to indemnify CITY for the sole negligence of CITY.
- (d) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental

immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

**Sec. 19. Indemnification for Professional Negligence.** If this contract is for professional services, CONTRACTOR shall indemnify, and hold harmless CITY and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by CONTRACTOR, its employees, agents, subcontractors, or caused by others for whom CONTRACTOR is liable, in the performance of professional services under this Contract. CONTRACTOR is not obligated under this Section to indemnify CITY for the negligent acts of CITY or any of its agencies, officials, officers, or employees.

**Sec. 20. Insurance.**

- (a) CONTRACTOR shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. CONTRACTOR must have:
1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
    - a. Severability of Interests Coverage applying to Additional Insureds
    - b. Contractual Liability
    - c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
    - d. No Contractual Liability Limitation Endorsement
    - e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent.
  2. Workers' Compensation Insurance and Employers Liability Policies as required by Missouri law.
  3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by CONTRACTOR.
  4. If this Contract is for professional services, CONTRACTOR shall obtain Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.
- (b) All insurance policies required in this Section shall provide that the policy will not be canceled until after the insurer provides the CITY ten (10) days written notice of cancellation in the event that the cancellation is for CONTRACTOR's nonpayment of premiums and thirty (30) days written notice of cancellation to CITY for all other reasons of cancellation.

- (c) The Commercial General and Automobile Liability Insurance Policies specified above shall provide that CITY and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. CONTRACTOR shall provide to CITY at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.
- (d) All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of "A-V" or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.
- (e) Regardless of any approval by CITY, CONTRACTOR shall maintain the required insurance coverage in force at all times during the term of this Contract. CONTRACTOR's failure to maintain the required insurance coverage will not relieve CONTRACTOR of its contractual obligation to indemnify the CITY pursuant to this Section of this Contract. In the event CONTRACTOR fails to maintain the required insurance coverage in effect, CITY may declare CONTRACTOR in default.
- (f) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

**Sec. 21. Interpretation of the Contract.**

- (a) CITY selected CONTRACTOR through a negotiated procurement process rather than an Invitation for Bids (IFB) solicitation. Unlike the IFB, this process allows the CITY and CONTRACTOR to discuss and negotiate a contract at arm's length prior to entering a final contract that is acceptable to both the CITY and the CONTRACTOR. After negotiation and discussion, CONTRACTOR and CITY have incorporated multiple documents into this Agreement and the meaning of some of the words used in the Agreement may be uncertain, incomplete or duplicative and the Agreement may promise something at one place and take that promise away at another. In sum, the Agreement may contain words and provisions that are susceptible of more than one meaning so that reasonable persons of average intelligence may fairly and honestly differ in their construction of the words and provisions. It is the intent of the CITY and the CONTRACTOR that the CITY's taxpayers receive the benefit or advantage in the construction and interpretation of this Agreement, regardless of the normal judicial rules of contract construction even if the construction and interpretation of the Agreement will cost the CONTRACTOR more money and time. CITY and CONTRACTOR agree that CITY's Manager of Procurement Services shall, in cooperation with a representative of supplier, resolve all disagreements as to the meaning of this Agreement or any ambiguity in this Agreement. The decision of CITY's Manager of Procurement shall be final and conclusive if all parties have acted in good faith.
- (b) CONTRACTOR acknowledges and agrees that the CITY has provided CONTRACTOR with an opportunity to have CONTRACTOR's attorney review and advise CONTRACTOR on the Agreement and any potential ambiguities or areas of disagreement and the potential

adverse legal consequences of CONTRACTOR agreeing to this Section as well as the entire Agreement.

- (c) CONTRACTOR certifies that CONTRACTOR has either (1) waived its right to have CONTRACTOR's attorney review this Section and Agreement; or (2) CONTRACTOR has consulted with an attorney on this Section and Agreement.
- (d) CONTRACTOR knowingly and voluntarily agrees to this Section, as amended, and the entire Agreement. CONTRACTOR certifies that this contract was not procured by fraud, duress or undue influence.

**Sec. 22. Contract Execution.** This Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Contract and all of which, when taken together, will be deemed to constitute one and the same Contract. This Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Contract and shall be acceptable in a court of law.

**Sec. 23. Guaranteed Lowest Pricing.** CONTRACTOR certifies that this Contract contains CONTRACTOR's lowest and best pricing for all services supplied by CONTRACTOR to any government, governmental entity, political subdivision, city, state, school district or any other public entity in the United States as of the date of this Contract. CONTRACTOR represents that the prices set for herein are not less favorable than those currently extended to any other similarly situated government, governmental entity, political subdivision, city, state, school district or other public entity customer, for the same goods, in equal or seller quantities, as part of similar market basket, and under similar terms.

**Sec. 24. Assignability and Subcontracting.**

- (a) **Assignability.** Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.
- (b) **Subcontracting.** Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

**Sec. 25. Professional Services – Conflict of Interest Certification.** If this Contract is for professional services other than for medical doctors or appraisers, CONTRACTOR certifies that CONTRACTOR is not an expert witness for any party in litigation against the CITY at the time of the issuance of this Contract.

**Sec. 26. Minority and Women's Business Enterprises.**

- (a) CONTRACTOR shall assist City Certified Minority Business Enterprises (MBEs), City Certified Woman Business Enterprises (WBEs) and City Certified Small Local Business Enterprises (SLBEs) grow, develop, and prosper in the public sector by implementation of the requirements of this Section.
- (b) CONTRACTOR shall provide the same U.S. Communities national discounted pricing received by the City to City Certified MBEs, WBEs and SLBEs when City Certified MBEs, WBEs, and SLBEs bid or submit a proposal on City of Kansas City, Missouri Construction or Maintenance Solicitations and other public sector Construction and Maintenance Solicitations to allow City Certified MBEs, WBEs, and SLBEs, to incorporate the same National Discounted U.S. Communities pricing received by the City in their bids and proposals to the City and other public entities and save the taxpayers money.

**Sec. 27. Employee Eligibility Verification.** CONTRACTOR shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that CONTRACTOR does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). CONTRACTOR shall attach to the affidavit documentation sufficient to establish CONTRACTOR's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. CONTRACTOR may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those CONTRACTORS enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that CONTRACTOR will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. CONTRACTOR shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

**Sec. 28. Emergencies.**

- (a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.
- (b) During and after a disaster, CONTRACTOR shall provide special services to the CITY including CONTRACTOR shall open CONTRACTOR's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- (c) CONTRACTOR shall not charge CITY any fee for opening facilities during an emergency or for extending CONTRACTOR's hours of operation during a disaster. CITY shall pay CONTRACTOR the agreed upon contract prices for all purchases made by CITY during the

disaster and CONTRACTOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster.

- (d) CONTRACTOR shall quickly mobilize CONTRACTOR's internal and external resources to assist CITY when a disaster unfolds.
- (e) Extended hours and personnel. During disasters, CONTRACTOR's facilities shall stay open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional CONTRACTOR personnel to take CITY orders if necessary. CONTRACTOR's Call Center shall accept phone orders 24 hours a day.
- (f) CONTRACTOR shall have contingency plans with CONTRACTOR's suppliers to provide additional supplies and equipment quickly to CITY as needed.
- (g) CONTRACTOR shall cooperate with CITY to properly document any and all expenses incurred by CITY with CONTRACTOR and CONTRACTOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

**Sec. 29. Time of Delivery.** Delivery is required to be made in accordance with the schedule shown in the solicitation and purchase order.

**Sec. 30. F.O.B. Destination.** All deliveries of Products shall be F.O.B. Destination and all freight charges are included in the Purchase Price charged by CONTRACTOR to the CITY.

- (a) The proposed pricing applies to normally stocked Graybar materials. Discounts offered are based on the Graybar List Price or Cost in effect at time of order.
- (b) Standard delivery policy provides customers with next day service, free of charge, for materials stocked in the branch and within the standard service area.
- (c) Orders requiring same-day or expedited next-day service, non-stock items, special order or special handling and materials obtained from other Graybar warehouses or manufacturers, may include shipping or handling charges. Any shipping, handling or other costs will be negotiated at time of order.

**Sec. 31. Quality.** All Products shall be new, in current production, and the best of their kind. When applicable, parts and maintenance shall be reasonably available. New equipment that is obsolete or technically outdated is not acceptable. Remanufactured or reconditioned items are not considered new. Items shall be properly packaged, packed, labeled, and identified in accordance with commercial standards acceptable to the trade and as required by ICC and other federal and state regulations. Packing slips will accompany the shipment.

**Sec. 32. Brand Name or Equal.** Whenever the name of the manufacturer or the supplier is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutions". The CITY may assume that items submitted are equal or it may request samples and proof thereof and unless approved before shipment, reserves right to return at the CONTRACTOR'S expense all items that are not acceptable as

equals, said items to be replaced by the CONTRACTOR with satisfactory items at the original submitted price.

**Sec. 33. Commercial Warranty.** The CONTRACTOR agrees that the Products and Services furnished under this Contract shall be covered by the most favorable commercial warranties the CONTRACTOR gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the CITY by any other clause of this contract. CONTRACTOR represents that the warranties set forth herein are not less favorable than those currently extended to any other similarly situated government, governmental entity, political subdivision, city, state, school district or other public entity customer, for the same goods, in equal or less quantities, as part of the similar market basket, and under similar terms.

**Sec. 34. Sellers Invoice.** Invoices shall be prepared and submitted in duplicate to address shown on the purchase order. Separate invoices are required for each purchase order. Invoices shall contain the following information: purchase order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price, and extended totals.

**Sec. 35. Inspection and Acceptance.** Inspection and acceptance will be at destination unless specified otherwise, and will be made by the CITY department shown in the shipping address or other duly authorized representative of the CITY. Until delivery and acceptance, and after any rejection, risk of loss will be on the CONTRACTOR unless loss results from negligence of the CITY. CONTRACTOR will be notified of rejected shipments. Unless agreed otherwise, items will be returned freight collect.

**Sec. 36. Loss and Damaged Shipments.** Risk of loss or damage to items prior to the time of their receipt and acceptance by the CITY is upon the CONTRACTOR. The CITY has no obligation to accept damaged shipments and reserves the right to return at CONTRACTOR's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.

**Sec. 37. Late Shipments.** CONTRACTOR is responsible to notify the CITY department receiving the items and the Senior Buyer of any late or delayed shipments. The CITY reserves the right to cancel all or any part of an order if the shipment is not made as promised.

**Sec. 38. Tax Exemption - Federal and State.**

- (a) The CITY is exempt from Federal Excise and Transportation taxes on purchases under Chapter 32, Internal Revenue Code. The federal tax registration number issued by the St. Louis District Director on November 11, 1974 is No. 43740340K.
- (b) The CITY is exempt from payment of Missouri Sales and Use Tax in accordance with Section 39(10) Article 3, of the Missouri Constitution and Sections 144.040 and 144.615 RSMo 1969 and supplement thereto. A copy of the exemption from Missouri Sales and Use Tax is available upon request.

**Sec. 39. Annual Appropriation of Funds.**

- (a) Multi-year term supply and service contracts and leases and the exercise of options to renew term contracts are subject to annual appropriation of funds by the City Council. Payments made under term contracts and leases are considered items of current expense. Purchase orders are

funded when issued, therefore are current expense items and are not subject to any subsequent appropriation of funds.

- (b) In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract term and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the CITY shall not be obligated to make further payments beyond the then current original or renewal term. The CITY will provide notice of its inability to continue the lease or contract at such time as the Manager of Procurement Services is aware of the nonappropriation of funds; however, failure to notify does not renew the term of lease or contract. If a lease is cancelled, the events of default will occur as described in the lease and/or the section titled TERMINATION FOR DEFAULT. The CITY has no monetary obligations in event of termination or reduction of a term contract since such contracts represent estimated quantities and are not funded as a contract, but only to the extent of purchase orders issued.

**Sec. 40. Performance and Maintenance Bond and Payment Bond.**

- (a) If a Work Order is estimated to exceed \$50,000.00 and is for the erection, construction, alteration, repair or improvement of any building, road, street, public utility or other public facility owned by the public entity as defined by Section 107.170, RSMo, CONTRACTOR shall obtain a performance and maintenance bond and payment bond as required by this Section. The City approved performance and maintenance bond and payment bond are incorporated in this Contract by reference and Contractor shall require its Surety to issue the performance and maintenance bonds and payment bonds on City approved forms.
- (b) All Bonds shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A certified copy of such agent's authority to act must accompany all Bonds signed by an agent. If the surety on any Bond furnished by Seller is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirement of the preceding sentence, Seller shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to City.
- (c) The performance and maintenance bond and payment bond shall remain in effect at least one (1) year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.
- (d) All Bonds required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety that is duly licensed in the State of Missouri and in the jurisdiction in which the Project is located, if not in Missouri, to issue Bonds. All surety companies shall hold an A.M. Best rating of B+, V, or better.
- (e) If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirement of Paragraph 5.01 B, Contractor shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to City.

## **Sec. 41. Prevailing Wage.**

- A. Prevailing Wage.** If a Work Order includes work that requires payment of prevailing wage as set forth in Sections 290.210 to 290.340, RSMo (the "Law"), CONTRACTOR shall pay workers prevailing wage in accordance with this Section and the Law. Under the Law, work that meets the definition of "construction" "includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair." "Maintenance work that is not subject to the Law is defined as "the repair, but not the replacement, of existing facilities when the size, type or extent of the existing facilities is not thereby changed or increased."
1. Contractor shall comply and require its Subcontractors to comply with;
    - a. Sections 290.210 to 290.340, RSMo the State of Missouri Prevailing Wage Law (the "Law"); and
    - b. 8 CSR 30-3.010 to 8 CSR 30-3.060, the Prevailing Wage Law Rules (the "Rules"); and
    - c. the Annual Wage Order (Wage Order) issued by the State of Missouri's Department of Labor and Industrial Relations; and
    - d. any applicable Annual Incremental Wage Increase (Wage Increase) to the Annual Wage Order.
  2. The Law, Rules, Wage Order and any Wage Increase are incorporated into and made part hereof this Contract and shall be collectively referred to in this Section as the "Prevailing Wage Requirements." In the event this Contract is renewed for an additional term, the Wage Order in effect as of the commencement date of the additional term, as amended by any applicable Wage Increase, shall be deemed incorporated herein and shall apply to and remain in effect for the duration of the additional term. The new Wage Order and any applicable Wage Increase shall govern notwithstanding the fact that the Wage Order being replaced might be physically attached to this Contract.
  3. Contractor shall pay and require its Subcontractors to pay to all workers performing work under this Contract not less than the prevailing hourly rate of wages for the class or type of work performed by the worker in accordance with the Law, Rules, Wage Order and any applicable Wage Increase. Contractor shall take whatever steps are necessary to insure that the prevailing hourly wage rates are paid and that all workers for Contractor and each of its Subcontractors are paid for the class or type of work performed by the worker in accordance with the Prevailing Wage Requirements.
  4. Prior to each of its Subcontractors beginning Work on the Site, Contractor shall require each Subcontractor to complete City's Form 00490 entitled "Pre-contract Certification" that sets forth the Subcontractor's prevailing wage and tax compliance history for the two (2) years prior to the bid. Contractor shall retain one (1) year and make the Pre-contract Certifications available to City within five (5) days after written request.
  5. Contractor shall keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's forms. Contractor shall:
    - a. Keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's "Daily Labor Force Report" Form indicating the worker's name, occupational title or classification group and skill and the workers' hours. City shall furnish blank copies of the Daily Labor

Force Report Form to Contractor for its use and for distribution to Subcontractors. Contractor shall submit its and its Subcontractors Daily Labor Force Reports to City each day; and

- b. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in a format prescribed by the City, Certified Payroll Report Information indicating the worker's name, address, social security number, occupation(s), craft(s) of every worker employed in connection with the public work together with the number of hours worked by each worker and the actual wages paid in connection with the Project and other pertinent information as requested by the City; and
- c. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in format prescribed by the City, a Payroll Certification. The Payroll Certification must be signed by the employee or agent who pays or supervises the payment of the workers employed under the Contract for the Contractor and each Subcontractor.

The Daily Labor Force Report, documents used to compile information for the Certified Payroll Report, and Payroll Certification are collectively referred to in this Section as the "Records."

6. Contractor shall make all of Contractor's and Subcontractors' Records open to inspection by any authorized representatives of City and the Missouri Department of Labor and Industrial Relations at any reasonable time and as often as they may be necessary and such Records shall not be destroyed or removed from the State of Missouri for a period of one (1) year following the completion of the public work in connection with which the Records are made. Contractor shall have its and its Subcontractors Certified Payroll Reports and Payroll Certifications available at the Contractor's office and shall provide the Records to the City electronically at City's sole discretion. In addition, all Records shall be considered a public record and Contractor shall provide the Records to the City in the format required by the City within three (3) working days of any request by City at the Contractor's cost. City, in its sole discretion, may require Contractor to send any of the Records directly to the person who requested the Record at Contractor's expense.
7. Contractor shall post and keep posted a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed by Contractor and each of its Subcontractors in the performance of this Contract in a prominent and easily accessible place at the Site of the Work by all workers.
8. If the Contract Price exceeds \$250,000.00, Contractor shall and shall require each Subcontractor engaged in any construction of public works to have its name, acceptable abbreviation or recognizable logo and the name of the city and state of the mailing address of the principal office of the company, on each motor vehicle and motorized self-propelled piece of equipment which is used in connection with the Project during the time the Contractor or Subcontractor is engaged on the project. The sign shall be legible from a distance of twenty (20') feet, but the size of the lettering need not be larger than two (2") inches. In cases where equipment is leased or where affixing a legible sign to the equipment is impractical, the Contractor may place a temporary stationary sign, with the information required pursuant to this section, at the main entrance of the Project in place of affixing the required information on the equipment so long as such sign is not in violation of any state or federal statute, rule or regulation. Motor vehicles which are required to have similar

Information affixed thereto pursuant to requirements of a regulatory agency of the state or federal government are exempt from the provisions of this subsection.

9. Contractor must correct any errors in Contractor's or any Subcontractors' Records, or Contractor's or any Subcontractors' violations of the Law, Rules, Annual Wage Order and any Wage Increase within fourteen (14) calendar days after notice from City.
  10. Contractor shall and shall require its Subcontractors to cooperate with the City and the Department of Labor and Industrial Relations in the enforcement of this Section, the Law, Rules, Annual Wage Order and any Wage Increase. Contractor shall and shall require its Subcontractors to permit City and the Department of Labor and Industrial Relations to interview any and all workers during working hours on the Project at Contractor's sole cost and expense.
  11. Contractor shall file with City, upon completion of the Project and prior to final payment therefore, affidavits from Contractor and each of its Subcontractors, stating that each has fully complied with the provisions and requirements of the Missouri Prevailing Wage Law. City shall not make final payment until the affidavits, in proper form and order, from Contractor and each of its Subcontractors, are filed by Contractor.
  12. Contractor shall forfeit as a statutory penalty to the City one hundred dollars (\$100.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the prevailing hourly rates for any work done under this Contract, by Contractor or by any of Contractor's Subcontractors. If Contractor or any of its Subcontractors have violated any section(s) of 290.210 to 290.340, RSMo, in the course of the execution of the Contract, City shall when making payments to the Contractor becoming due under this Contract, withhold and retain therefrom all sums and amounts due and owing as a result of any violation of sections 290.210 to 290.340; RSMo.
- B. Prevailing Wage Damages. Contractor acknowledges and agrees that, based on the experience of City, violations of the Missouri Prevailing Wage Act, whether by Contractor or its Subcontractors, commonly result in additional costs to City. Contractor agrees that additional costs to City for any particular violation are difficult to establish and include but are not limited to: costs of construction delays, additional work for City, additional interest expenses, investigations, and the cost of establishing and maintaining a special division working under the City Manager to monitor prevailing wage compliance.
1. In the event of the failure by Contractor or any of its Subcontractors to pay wages as provided in the Missouri Prevailing Wage Act, City shall be entitled to deduct from the Contract Price, and shall retain as liquidated damages, one hundred dollars (\$100.00) per day, per worker who is paid less than the prevailing hourly rate of wages, to approximate the additional costs. The sum shall be deducted, paid or owed whether or not the Contract Times have expired.
  2. City shall give written notice to Contractor setting forth the workers who have been underpaid, the amount of the statutory penalty and the amount of the liquidated damages as provided for in this Subparagraph. Contractor shall have fourteen (14) calendar days to respond, which time may be extended by City upon written request. If Contractor fails to respond within the specified time, the City's original notice shall be deemed final. If Contractor responds to City's notice, City will furnish Contractor a final decision in writing within five (5) days of completing any investigation.

**C. Excessive Unemployment.**

1. **Resident Laborers** means laborers who have been residents of the State of Missouri for at least thirty days and who intend to remain Missouri residents, and residents of Nonrestrictive States.
2. **"Nonrestrictive States"** means states identified by the Missouri Department of Labor and Industrial Relations Division of Labor Standards that have not enacted state laws restricting Missouri laborers from working on public works projects. A list of Nonrestrictive States can be found on the Division web site at <http://www.dolir.mo.gov/ls/index.htm>.
3. A period of Excessive Unemployment is declared when the Missouri Department of Labor and Industrial Relations Division of Labor Standards provides notice of such declaration. When in effect, notice will be provided on the Division web site at <http://www.dolir.mo.gov/ls/index.htm>. It is Contractor's obligation to determine whether a period of Excessive Unemployment is in effect when this Contract is let.
4. Contractor agrees to follow the provisions of Section 290.560 - 290.575 RSMo and agrees that if a period of Excessive Unemployment has been declared at any point during the term of this Contract, it will employ and require all Subcontractors of whatever tier to employ only Resident Laborers for the Work to be performed under this Contract. Provided, however, Contractor may use laborers who are not Resident Laborers when Resident Laborers are not available or are incapable of performing the particular type of work involved if Contractor so certifies in writing to City and City issues a written approval. This provision does not apply to regularly employed nonresident executive, supervisory or technical employees.

**Sec. 42. Workforce.** If Contractor is required to pay prevailing wages for the work performed pursuant to this Contract, Contractor agrees to comply with all requirements of City's Construction Employment Program as enacted in City's Code, Sections 3-501 through 3-525 and as hereinafter amended. Contractor shall meet or exceed the construction employment goals unless the same shall have been waived in the manner provided by law. Contractor's compliance with this provision is a material part of this Contract.

Contractor shall comply with City's Workforce Program Reporting System requirements. Contractor shall use City's Internet web based Workforce Program Reporting System provided by City and protocols included in that software during the term of this Contract. Contractor shall maintain user applications to City's provided system for all applicable personnel and shall require subcontractors to maintain applications.

**CONTRACTOR**

I hereby certify that I have the authority to execute this document on behalf of CONTRACTOR.

Contractor: Graybar Electric Company, Inc.

By: 

Title: SVP, Sales

Date: 11/30/2017

**APPROVED AS TO FORM**

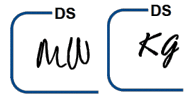
  
Assistant City Attorney

**KANSAS CITY, MISSOURI**

By: 

Title: Manager of Procurement Services

Date: 12/30/2017



# MODIFICATION OF CONTRACT

1. Modification  No.:1 Effective Date: 02-01-23	2. Contract  EV2370 Effective Date: 02-01-18
3. Senior Procurement Officer: Mia Wilson  Telephone Number: (816) 513-0778	5. Supplier – Name and Address  GRAYBAR ELECTRIC COMPANY INC ATTN: JEFF PESKUSKI 11885 LACKLAND ROAD ST. LOUIS, MISSOURI 63146 630-640-4905
4. Issued By  <b>CITY OF KANSAS CITY, MISSOURI</b> Procurement Services Division 1st Floor, Room 102 W, City Hall 414 East 12 <sup>th</sup> Street Kansas City, Missouri 64106-2793	

6. **SPECIAL INSTRUCTIONS:** Retain this signed copy of the modification and attach it to the original contract that was previously provided by the Procurement Services Division.

7. Description of Modification

**ELECTRICAL,LIGHTING,DATA COMMUNICATIONS AND SECURITY PRODUCTS AND RELATED PRODUCTS,SERVICES AND SOLUTIONS**

Contract **EV2370** is renewed for two (2) years, February 1, 2023 to January 31, 2025 by exercising the options to renew, the authority for which is contained in Section 3 of the CONTRACT.

**Taxpayer Clearance Letter.** In accordance with City Ordinance No. 010461, if the City renews a contract, the Vendor shall provide new proof of tax compliance dated not more than ninety (90) days prior to the renewal date of the contract. Submission of this proof shall be a condition precedent to the City making the first payment under such renewal. This tax clearance letter may be obtained from the City's Revenue Division at (816) 513-1135 or (816) 513-1083.

All other Terms and Conditions of Contract **EV2370** remain unchanged.

8. City of Kansas City, Missouri

By: Darrell Everette, CPSM,MBA

DocuSigned by:

*Darrell Everette*

Manager of Procurement Services

**This Day:** 11/28/2022



ELECTRICAL, LIGHTING, DATA COMMUNICATIONS AND SECURITY PRODUCTS  
AND RELATED PRODUCTS, SERVICES AND SOLUTIONS  
Executive Summary

**Lead Agency:** City of Kansas City, Missouri

**Solicitation:** RFP365

**RFP Issued:** September 6, 2017

**Pre-Proposal Date:** September 20, 2017

**Response Due Date:** October 6, 2017

**Proposals Received:** #3

**Awarded to: Graybar Electric Company, Inc. contract #EV2370**

The City of Kansas City, Missouri Procurement Services Division issued RFP #EV2370 on September 6, 2017, to establish a national cooperative contract for Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions.

The solicitation included cooperative purchasing in Section 1. Master Agreement:

*The City of Kansas City, MO (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Electrical, Lighting, Data Communications, and Security Products and Related Products, Services and Solutions (herein "Products and Services").*

And Section 3. U.S. Communities:

*U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein "Lead Public Agencies"). The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.*

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Seattle.gov – The Buy Line Blog
- Daily Journal of Commerce, OR
- The Advocate, LA
- The Honolulu Star, HI
- DEMANDSTAR, ONVIA
- City of Kansas City, Missouri
- Merx.com
- The New York State Contract Reporter
- Washington Electronic Business Solution
- U.S. Communities - Website

On October 6, 2017 proposals were received from the following offerors:

- Graybar Electric Company, Inc.
- HB (Delivering Systems LLC/DBA High Biometrics)
- supplyFORCE

Upon evaluation, the committee elected to award to the most responsive proposal Graybar Electric Company, Inc. for electrical, lighting, data communications and security products and related products, services and solutions.

Contract includes:

Graybar offers a robust selection of products in electrical and lighting, data communication and security, hardware, and services. Solution benefits include:

- Comprehensive Products, Services, & Solutions
- Next day service is free of charge for materials stocked in the branch and within the standard service area
- Volume Incentive

Term:

Contract period from February 1, 2018 through January 31, 2023 with the option to renew to for up to three (3) additional two (2) year terms through January 31, 2029.

Pricing/Discount: Discounts are based on Graybar List Price or Cost in effect at the time of order. Visit Graybar landing page *Graybar Online Store* for more details.

OMNIA Partners, Public Sector Landing Pages: <https://www.omniapartners.com/publicsector/contracts/supplier-contracts/graybar>

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Shawn Johnson, Chief of Staff  
**Date:** 02/13/2025  
**Meeting Date:** 02/18/2025



---

**TITLE:**

**Consideration and Approval of Ratification:** Letter of Support for the AZ SMART Fund

**STAFF RECOMMENDED ACTION:**

Retroactively approve the letter of support to the Arizona State Transportation Board.

**Executive Summary:**

The Arizona State Transportation Board 's AZ SMART fund balance for municipalities over 10,000, which is the category Flagstaff falls under, is set to be recalibrated in January 2025. If recalibrated, the City of Flagstaff would plan to apply for funding from the AZ SMART fund to help the City fund its match requirement for the federal RAISE grant that would be used towards the Butler Avenue and Fourth Street Safety and Multimodal Improvements Project.

The letter was submitted to the Arizona State Transportation Board on Friday, January 17, 2025. Staff is requesting retroactive Council approval of the letter.

**Financial Impact:**

None.

**Policy Impact:**

None.

**Previous Council Decision or Community Discussion:**

None.

**Options and Alternatives to Recommended Action:**

None.

**Background and History:**

N/A

**Connection to PBB Priorities and Objectives:**

Provide, manage, and maintain effective infrastructure for multimodal and active transportation.

**Connection to Regional Plan:**

None.

**Connection to Carbon Neutrality Plan:**

None.

**Connection to 10-Year Housing Plan:**  
None.

**Connection to Division Specific Plan:**  
N/A

---

**Attachments:**    Letter of Support



# CITY OF FLAGSTAFF

## FLAGSTAFF CITY COUNCIL

211 West Aspen Avenue, Flagstaff, Arizona 86001

Main Line: 928-213-2000

Website: <https://www.flagstaff.az.gov>

January 15, 2025

Arizona State Transportation Board  
206 S 17th Ave MD 100A  
Phoenix, AZ 85007

RE: AZ SMART fund, Municipalities over 10,000 population

Dear Members of the Arizona State Transportation Board,

The City of Flagstaff would like to extend our appreciation for the AZ SMART fund and the ability for municipalities to utilize this funding source as match for federal grants.

The City of Flagstaff was recently awarded \$19,000,000 through the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant from the US Department of Transportation for the construction of the Butler Avenue and Fourth Street Safety and Multimodal Improvements Project. This project will construct multimodal improvements along Butler Avenue from I-40 to Sinagua Heights Drive and Fourth Street from Sparrow Avenue to Crest Stone. The improvements include off-street bike lanes, ADA-compliant sidewalks, mid-block crossings, roadway widening and corridor access management solutions.

It has come to our attention that the AZ SMART fund balance for municipalities over 10,000, which is the category Flagstaff falls under, is set to be recalibrated in January 2025. If so, the City of Flagstaff would plan to apply for funding from the AZ SMART fund to help the City fund its match requirement for the federal RAISE grant.

We wanted to take this opportunity to make you aware of the need for the AZ SMART fund for smaller jurisdictions such as ours. We look forward to the potential redistribution of funds in January 2025 that is needed for us to be able to take advantage of this important program.

Sincerely,

Becky Daggett,  
Mayor, City of Flagstaff,  
On behalf of the Flagstaff City Council

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Neil Chapman, Forest Health Supervisor  
**Date:** 02/13/2025  
**Meeting Date:** 02/18/2025



**TITLE:**

**Consideration and Approval of Contract:** This agreement between the City of Flagstaff and the Arizona Department of Forestry and Fire Management will allow for the implementation of a Community Wildfire Defense Grant that will fund an update of the Greater Flagstaff Area Community Wildfire Protection Plan.

**STAFF RECOMMENDED ACTION:**

Staff recommend approving this agreement. This \$295,000 agreement will provide \$250,000 from the AZ Department of Forestry and Fire Management to update the Greater Flagstaff Area Community Wildfire Protection Plan.

**Executive Summary:**

The Greater Flagstaff Region (GFR) is surrounded by the largest continuous ponderosa pine forest in the world. It is flanked by sacred peaks and canyons. The ponderosa pine forests of northern Arizona have existed for thousands of years and evolved to benefit from frequent wildland fires ignited by both seasonal monsoonal weather patterns and indigenous cultural burning practices. Unfortunately, more than a century of fire suppression and exclusion-based management has significantly altered the natural vegetation structure and pattern. These changes have created conditions where wildfires now threaten the GFRs natural resources, water supply, economy, infrastructure, and quality of life.

The current GFR Community Wildfire Protection Plan (CWPP) was drafted in 2005. Updates were completed in 2012 and 2018.

The basic criteria for the CWPP includes:

- **Collaboration:** A CWPP must be collaboratively developed by local and state government representatives, in consultation with federal agencies and other interested parties.
- **Prioritized Fuel Reduction:** A CWPP must identify and prioritize areas for hazardous fuel reduction treatments and recommend the types and methods of treatment that will protect one or more at-risk communities and essential infrastructure.
- **Treatment of Structural Ignitability:** A CWPP must recommend measures that homeowners and communities can take to reduce the ignitability of structures throughout the area addressed by the plan.

This grant will fund an update to the GFR CWPP based on the items above, along with new communication strategies and new progress tracking tools across both the built environment and community-based priority watersheds.

The collaborative group leading this effort is the Ponderosa Fire Advisory Council (PFAC). The PFAC is an organized partnership of Emergency Service Organizations in the Greater Flagstaff Region established in the mid 1990s. The PFAC organization includes Flagstaff Fire Department, Summit Fire and Medical District, Highlands Fire District, Ponderosa Fire District, Pinewood Fire District, Mormon Lake Fire District, Sedona Fire District, Coconino County Sheriff's Office, and Guardian Medical Transport. Federal partners include the Coconino & Kaibab National Forests, BIA, BLM, and NPS. State partners include the Arizona Department of Forestry and Fire Management and Arizona Department of Transportation. These PFAC partners

have collaboratively developed this grant proposal.

**Financial Impact:**

Project Name: Greater Flagstaff Area Community Wildfire Protection Plan Update

Cost: \$295,000 (\$250K is reimbursable, \$45K is City of Flagstaff match)

Account Number Budgeted: 407-09-425-6277-1-4290

FY Budgeted Amount: \$285,000 plus \$10,000 in-kind staffing

Grant Funded: \$250,000

Funding Source: US Forest Service funding through Arizona Department of Forestry and Fire Management. City match comes from staff time and FWPP bond funding.

**Policy Impact:**

This grant agreement does not impact current policy, but the updated Community Wildfire Protection Plan will include recommendations for future policy action.

**Previous Council Decision or Community Discussion:**

Council has not previously discussed this specific grant.

Plans to update the Community Wildfire Protection Plan have been part of regular Wildland Fire Management presentations over the last two years.

**Options and Alternatives to Recommended Action:**

If this grant is not accepted by Council, an update to the Community Wildfire Protection Plan will be significantly delayed as alternative funding sources have not been identified.

**Background and History:**

Link to the 2005 Community Wildfire Protection Plan: [PFAC Community Wildfire Protection Plan January 2005.pdf](#)

2012 update: [CWPP-Review\\_May\\_2012.pdf](#)

2018 update: [CWPP-Review\\_July\\_2018.pdf](#)

**Connection to PBB Priorities and Objectives:**

High Performing Governance: Implement innovative local government programs, new ideas and best practices, be recognized as a model for others to follow

Safe and Healthy Community: Ensure built environment is safe through the use of consistent standards, rules and regulations, & land use practices

Environmental Stewardship: Promote, protect & enhance a healthy, sustainable environment & its natural resources

Environmental Stewardship: Strengthen Flagstaff's resilience to climate change impacts on built, natural, economic, health, & social systems

Livable Community: Support the development of attainable and accessible housing

Livable Community: Achieve a well maintained community through comprehensive and equitable code compliance

**Connection to Regional Plan:**

Environmental Planning & Conservation -- Vision for the Future: In 2013, the long-term health and viability of our natural resource environment is maintained through strategic planning for resource conservation and protection.

Policy E&C.3.3 -- Invest in forest health and watershed protection measures.

Policy E&C.6.1 -- Encourage public awareness that the region's ponderosa pine forest is a fire-dependent ecosystem and strive to restore more natural and sustainable forest composition, structure, and processes.

Policy E&C.6.3 -- Promote protection, conservation, and ecological restoration of the region's diverse ecosystem type and associated animals.

Policy E&C.6.2 -- Encourage all landowners and land management agencies to emphasize forest

ecosystem restoration and catastrophic fire risk reduction for the lands under their respective jurisdictions.  
Policy E&C.6.6 -- Support collaborative efforts for forest health initiatives or practices, such as the Four Forest Restoration Initiative (4FRI), to support healthy forests and protect our water system.  
Policy E&C.10.2 -- Protect, conserve, and when possible, enhance and restore wildlife habitat on public land.  
Policy PF.3.1 -- Maintain high-quality effectiveness and efficiency in law enforcement, fire, and emergency services to the extent that is consistent with governmental operations, plans, public policies, population served, and monies available.

**Connection to Carbon Neutrality Plan:**

HF-1: Protect existing forests, resources, and meaningful open spaces.  
HF-2: Restore and maintain the natural fire-adapted structure and pattern of the forests of the greater Flagstaff region through collaboration with partners.  
HF-3: Educate the public on forest health and wildfire risk reduction.

Consolidating carbon stocks in fewer, larger trees reduces the risk of carbon loss from fire. The natural forest structure provides the best target for maintaining sustainable carbon stocks and ecological function.

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

The Community Wildfire Protection Plan does not directly impact Flagstaff Zoning Codes or the Resource Protection Overlay requirements, but this plan will make recommendations on how to better align codes and future developments with science based wildfire risk reduction actions.

4.5: Evaluate and amend the Resource Protection Overlay standards to ensure that the minimum densities can be met on most sites, including making the requirements for residential sites to be similar to those for a commercial site.  
4.6: Evaluate Resource Protection Overlay standards in terms of consistent application across each zone and allow for greater maximum densities.

**Connection to Division Specific Plan:**

This grant aligns with the FFD 2023-2024 Strategic Plan service level goal: Reduce risks through Prevention & Wildland Fire Management efforts.

---

**Attachments:**    [Grant Agreement](#)

**Arizona Department of Forestry and Fire Management**  
**Grant Agreement No. 24-CWDG-804**  
**Community Wildfire Defense Grant Program**

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

**I. PURPOSE OF AGREEMENT**

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

Subaward of Federal Award # **FS-1500-0045**, dated **09/16/2024**

The Federal Assistance Listing Number is **10.720, Community Wildfire Defense Grant**, U.S. Department of Agriculture, Forest Service.

**II. SCOPE OF WORK**

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

**III. PROGRAMMATIC CHANGES**

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

**IV. TERM OF AGREEMENT**

This Agreement shall be effective immediately upon signature by all parties and will terminate on **December 31, 2026** unless otherwise terminated or modified pursuant to the terms herein.

**V. COMPENSATION AND MATCHING INVESTMENT**

Grant funds may be utilized for up to **85%** of the total cost of this program.

A contribution by the Sub-grantee for an additional **Cost Share Match of 15%** of the total cost of the program is required (including contributions of third parties). Support documentation outlining project costs including cost share match is required.

Compensation under this agreement shall be on a reimbursement basis, shall not exceed the total eligible costs of the project, and total compensation (federal portion) **shall not exceed \$250,000.00**

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

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

## **VI. ELIGIBLE COSTS**

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

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

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

## **VII. ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS**

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

## **VIII. AUDIT REQUIREMENTS**

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

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

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

## **IX. PROCUREMENT REQUIREMENTS**

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

## **X. REPORTING REQUIREMENTS**

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

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

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

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

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

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

Sub-grantee shall immediately notify State Forestry of developments that have a significant impact on the activities supported under this grant. Also, notification shall be

given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

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

**XI. MAPPING (CHECK ONE)       X Required       Not Required**

Project Center Coordinates (in Decimal Degrees):

35°10'18.6"N; 111°39'43.1"W

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

**XII. COMPLIANCE AND PERMITS**

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

**XIII. PRINCIPAL CONTACTS**

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

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

**Principal Sub-grantee Fiscal Contact:**

Rick Tadder  
211 W. Aspen Ave.  
Flagstaff, AZ 86001  
928-213-2205  
rtadder@flagstaffaz.gov

**Principal Sub-grantee Programmatic Contact:**

Neil Chapman  
211 W. Aspen Ave.

Flagstaff, AZ 86001  
928-213-2512  
neil.chapman@flagstaffaz.gov

**Principal Arizona State Forestry Contact:**

Karl Gehrke, Grants Coordinator  
Arizona Department of Forestry  
and Fire Management  
1110 West Washington, Suite 500  
Phoenix, AZ 85007  
602/909-9141  
kgehrke@dffm.az.gov

**XIV. NOTICES**

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

<u>STATE FORESTRY</u>	<u>SUB-GRANTEE</u>
<b>Karl Gehrke Grants Coordinator Arizona Department of Forestry and Fire Management 1110 West Washington, Suite 500 Phoenix, AZ 85007 602/909-9141 kgehrke@dffm.az.gov</b>	<b>Stacey Brechler-Knaggs Grants, Contracts &amp; Emergency Management Director 211 W. Aspen Ave. Flagstaff, AZ 86001 928-213-2227 sknaggs@flagstaffaz.gov</b>

**XV. AWARD CLOSEOUT**

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

**XVI. AUTHORITY**

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

**XVII. ATTACHMENTS**

The following Attachments are part of this Agreement:

- A. Project Application
- B. Detailed Project Plan

- C. General Provisions
- D. Documentation of Expenses
- E. Quarterly Report and Reimbursement Format

Additional Certifications (require separate signatures):

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

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

<p><b><u>STATE FORESTRY</u></b></p> <p>Arizona Department of Forestry and Fire Management. 1110 West Washington, Suite 500 Phoenix, AZ 85007</p>	<p><b><u>ACCEPTED BY SUB-GRANTEE</u></b></p> <p>City of Flagstaff 211 W. Aspen Ave. Flagstaff, AZ 86001</p> <p><b>Vendor ID:</b> <b>Address Code:</b></p>
--	---

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Name

**Arizona State Forester**

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

**Fire Management Officer**

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

**ATTACHMENT A**

**Project Application  
(Cover Sheet)**



[Home](#) [Applicant Login](#) [Reviewer Login](#) [Admin Login](#) [Search Applications](#)

## Application :: AZ / Greater Flagstaff

Submitted on Nov 7, 2023

Applications

Grant Sections	Reviews			Average
	#1	#2	#3	
2. Expiration Date	0	0	0	0.00
4. Purpose	0	0	0	0.00
5. Grant Component Type	0	0	0	0.00
6. At-Risk Community	0	0	0	0.00
7. Roofing Code/Ordinance	0	0	0	0.00
8. Grant Waiver	0	0	0	0.00
9. Project Description	8	10	6	8.00
11. Budget Explanation	8	10	8	8.67
12. Accomplishments	9	10	8	9.00
13. Collaboration	10	9	8	9.00
14. Landscape Impacts	10	9	8	9.00
15. Project Sustainability	10	10	5	8.33
16. Low-Income Community	10	10	10	10.00
17. Severe Disaster Impact	0	0	0	0.00
18. Wildfire Hazard Potential	20	20	20	20.00
<b>Review Total Score:</b>	<b>85</b>	<b>88</b>	<b>73</b>	<b>82.00</b>
<b>Review Rank:</b>	<b>5</b>	<b>3</b>	<b>5</b>	<b>4.33</b>

<b>FY 2023 USDA Forest Service Community Wildfire Defense Grant Application</b>	<b>File Name</b>		
	State: AZ	Keyword: Greater Flagstaff	
	Region:	Priority:	Id:
	<b>Administration Information</b>		
	Funds Requested:	\$250,000	
	Match:	\$45,000	
	<b>Score:</b> 82.00	<b>Ranking:</b>	<b>Project Funding:</b> \$295,000

<b>1</b>	<b>Proposal Cooperator [AZ]</b>					
	Cooperator Organization:	Ponderosa Fire Advisory Council				
	Contact Person:	Private information removed for privacy				
	Address:	Private information removed for privacy				
	City:	Flagstaff	State:	ARIZ	ZIP Code:	86001
	Phone:	Private information removed	Email:	Private information removed for privacy		

<b>1</b>	<b>Applicant Information [AZ]</b>					
	Applicant:	City of Flagstaff				
	Contact Person:	Private information removed for privacy				
	Address:	Private information removed for privacy				
	City:	Flagstaff	State:	ARIZ	ZIP Code:	86001
	Phone (work/cell):	Private information removed	Fax:	Private information removed for privacy		
	Email:	Private information removed for privacy				
Federal Tax ID:	86-0359917	UEI:	XMMUMPKTLVQ3			

Provide the expiration date for your sams.gov Unique Entity Identifier (UEI) number registration. Note: The UEI# and an active sam.gov registration are needed to apply for the grant.

**UEI # and Sams.gov Expiration Date**

City of Flagstaff Unique Entity Identifier (UEI) number registration: XMMUMPKTLVQ3  
Expires 4/20/2024

**2**

<b>Project Information</b>
----------------------------

<b>3</b>	Name of the Project:	Greater Flagstaff Region CWPP Update
	Community Name(s):	Flagstaff, Sedona, Kachina Village, Mountaineer, Mormon Lake, Parks, Belmont
	Counties:	Coconino and Yavapai
	Congressional District:	AZ 2nd

### GIS Coordinates

Ref. Point Name: Flagstaff  
 Lat/Long: 35.182979, -111.612852  
 Description: City of Flagstaff

Ref. Point Name: Sedona  
 Lat/Long: 34.852610, -111.803874  
 Description: City of Sedona

Area Name: GFR CWPP North  
 Boundary Lat/Longs: 35.316976, -111.991643; 35.423560, -111.755730; 35.427262, -111.568571

Description: Northern boundary of CWPP

**3**

Area Name: GFR CWPP South  
 Boundary Lat/Longs: 34.838939, -111.883199; 34.752908, -111.762449; 34.879440, -111.478670

Description: Southern boundary of CWPP

Area Name: GFR CWPP West  
 Boundary Lat/Longs: 35.316187, -111.969108; 35.092797, -111.955539; 34.843254, -111.923924

Description: Western boundary of CWPP

Area Name: GFR CWPP East  
 Boundary Lat/Longs: 35.207006, -111.406616; 35.055975, -111.438544; 34.899692, -111.372895

Description: Eastern boundary of CWPP

***Provide a brief overview and purpose statement for the project, addressing the overall intent of this program to assist communities with planning and mitigating their risk against wildfire.***

### Brief Project Overview and Purpose

The Greater Flagstaff Region (GFR) is surrounded by the largest continuous ponderosa pine forest in the world. It is flanked by sacred peaks and canyons. The ponderosa pine forests of northern Arizona have existed for thousands of years and evolved to benefit from frequent wildland fires ignited by both seasonal monsoonal weather patterns and indigenous cultural burning practices. Unfortunately, more than a century of fire suppression and exclusion-based management has significantly altered the natural vegetation structure and pattern. These changes have created conditions where wildfires now threaten the GFRs natural resources, water supply, economy, infrastructure, and quality of life.

The overall intent of this proposal is to facilitate an update to the GFR Community Wildfire Protection Plan (CWPP) based on identifying risks, communicating solutions, and tracking progress across both the built environment and community-based priority watersheds.

The collaborative groups responsible for developing the original 2005 GFR CWPP (and the 2012 and 2018 updates) were the Ponderosa Fire Advisory Council (PFAC) and the Greater Flagstaff Forests Partnership (GFFP). The PFAC is an organized partnership of Emergency Service Organizations in the Greater Flagstaff Region. The GFFP is a community-based organization that supports collaborative forest ecosystem restoration efforts surrounding Flagstaff. Both organizations were established in the GFR in the mid 1990s.

**4**

The PFAC organization includes Flagstaff Fire Department, Summit Fire and Medical District, Highlands Fire District, Ponderosa Fire District, Pinewood Fire District, Mormon Lake Fire District, Coconino County Sheriffs Office, and Guardian Medical Transport. Federal partners include the Coconino & Kaibab National Forests, BIA, BLM, and NPS. State partners include the Arizona Department of Forestry and Fire Management and Arizona Department of Transportation. These PFAC partners have collaboratively developed this proposal to update and modernize the GFR CWPP.

The GFR has seen significant population growth, increasing from about 100K people when the original CWPP was drafted in 2005, to over 145K now. Much of this new built environment exists in wildland urban interface areas that are at significant risk of wildfire impacts. The International Wildland-Urban Interface Code in Flagstaff and Sedona are the "stick" but much of our GFRs community's success depends on the "carrots" offered through outreach and education.

2005 GFR CWPP [https://flagaz-my.sharepoint.com/:b:/g/personal/neil\\_chapman\\_flagstaffaz\\_gov/EY1UbCwMY6hGuldgAjQDa-IB-qxZwYma01yw0a2HGI6mOA?e=dAYeQd](https://flagaz-my.sharepoint.com/:b:/g/personal/neil_chapman_flagstaffaz_gov/EY1UbCwMY6hGuldgAjQDa-IB-qxZwYma01yw0a2HGI6mOA?e=dAYeQd). 2012 GFR CWPP Update: [https://flagaz-my.sharepoint.com/:b:/g/personal/neil\\_chapman\\_flagstaffaz\\_gov/Ec7DVYILApREj8wNA8vV59QBvi09YaFqKSj7nhfSaYR9UA?e=sieMbp](https://flagaz-my.sharepoint.com/:b:/g/personal/neil_chapman_flagstaffaz_gov/Ec7DVYILApREj8wNA8vV59QBvi09YaFqKSj7nhfSaYR9UA?e=sieMbp). 2018 GFR CWPP Update: [https://flagaz-my.sharepoint.com/:b:/g/personal/neil\\_chapman\\_flagstaffaz\\_gov/EbEJYLFsNLZCrK\\_RfuWFC2ABm6o-vr82s7CS-Gbli5SpcQ?e=AhQuUw](https://flagaz-my.sharepoint.com/:b:/g/personal/neil_chapman_flagstaffaz_gov/EbEJYLFsNLZCrK_RfuWFC2ABm6o-vr82s7CS-Gbli5SpcQ?e=AhQuUw)

**Respond with the grant component type that applies to the application: (please select only one per application)**

- 1.) **Creating or Updating a Community Wildfire Protection Plan (CWPP) that is more than five (5) years old.**
- 2.) **Project described in a CWPP that is less than ten (10) years old. Include the Name and Date of the CWPP. (See NOFO for CWPP alternative requirements such as Hazard Mitigation Plans)**

### **Grant Component Type**

This proposal is a request for funding to update a Community Wildfire Protection Plan (CWPP) that is more than five (5) years old.

The Community Wildfire Protection Plan for Flagstaff and Surrounding Communities in the Coconino and Kaibab National Forests of Coconino County, Arizona (Greater Flagstaff Area CWPP) was first drafted in January 2005. It was reviewed and revised in May 2012 and again in July 2018.

- 5 Janu 2005 CWPP [https://flagaz-my.sharepoint.com/:b:/g/personal/neil\\_chapman\\_flagstaffaz\\_gov/EY1UbCwMY6hGuldgAjQDa-IB-qxZwYma01yw0a2HGI6mOA?e=KjANxB](https://flagaz-my.sharepoint.com/:b:/g/personal/neil_chapman_flagstaffaz_gov/EY1UbCwMY6hGuldgAjQDa-IB-qxZwYma01yw0a2HGI6mOA?e=KjANxB)

May 2012 Update [https://flagaz-my.sharepoint.com/:b:/g/personal/neil\\_chapman\\_flagstaffaz\\_gov/Ec7DVYILApREj8wNA8vV59QBvi09YaFqKSj7nhfSaYR9UA?e=OezeoD](https://flagaz-my.sharepoint.com/:b:/g/personal/neil_chapman_flagstaffaz_gov/Ec7DVYILApREj8wNA8vV59QBvi09YaFqKSj7nhfSaYR9UA?e=OezeoD)

July 2018 Update [https://flagaz-my.sharepoint.com/:b:/g/personal/neil\\_chapman\\_flagstaffaz\\_gov/EbEJYLFsNLZCrK\\_RfuWFC2ABm6o-vr82s7CS-Gbli5SpcQ?e=SkxAPh](https://flagaz-my.sharepoint.com/:b:/g/personal/neil_chapman_flagstaffaz_gov/EbEJYLFsNLZCrK_RfuWFC2ABm6o-vr82s7CS-Gbli5SpcQ?e=SkxAPh)

Map [https://flagaz-my.sharepoint.com/:b:/g/personal/neil\\_chapman\\_flagstaffaz\\_gov/Edv2nRaidQJAJ8zY32YrW9gB5XpCblzELRQRjt-dcYSYrg?e=l1pWaG](https://flagaz-my.sharepoint.com/:b:/g/personal/neil_chapman_flagstaffaz_gov/Edv2nRaidQJAJ8zY32YrW9gB5XpCblzELRQRjt-dcYSYrg?e=l1pWaG)

**Please respond yes or no if the community is considered "at-risk" (please refer to the definition within the NOFO). Provide a web link to the verification source. (Note: At-Risk is a basic eligibility requirement of this grant opportunity. If the answer to this question is "no," do not proceed with the application process.)**

### **Is your community considered "at-risk"**

The GFR CWPP community is considered at-risk based on the definition in the NOFO. Every community identified within the GFR CWPP Footprint is considered at-risk:

- Flagstaff <https://wildfirerisk.org/cwdg-tool/400023620>
- Sedona <https://wildfirerisk.org/cwdg-tool/400065350>
- Kachina Village <https://wildfirerisk.org/cwdg-tool/400036475>
- 6 Mountaineer <https://wildfirerisk.org/cwdg-tool/400047820>
- Doney Park <https://wildfirerisk.org/cwdg-tool/400019740>
- Fort Valley <https://wildfirerisk.org/cwdg-tool/400025045>
- Munds Park <https://wildfirerisk.org/cwdg-tool/400048170>
- Parks <https://wildfirerisk.org/cwdg-tool/400053350>
- Bellefont <https://wildfirerisk.org/cwdg-tool/400005700>
- Mormon Lake <https://wildfirerisk.org/cwdg-tool/400047680>

**Do you currently have, or will you adopt prior to grant award, an ordinance or regulation that requires that roofs for new building construction, as well as the reroofing or replacement of a roof on existing buildings, adheres to standards that are similar to, or more stringent than, the roof construction standards established by the National Fire Protection Association or**

**applicable model building code established by the International Code Council (this is not a requirement for eligibility but determines the source of funds).**

## Roofing Code/Ordinance

7 The existing GFR CWPP footprint includes the City of Flagstaff and the Sedona Fire District. Both communities have adopted versions of the International Wildland-Urban Interface Code (IWUIC). These versions on the IWUIC cover about 65% of the population within the GFR CWPP area.

The communities included in the GFR CWPP footprint outside of Sedona and Flagstaff city limits must follow Coconino County codes that require new and remodeled roofs to comply with Uniform Building Code Class A and B ratings.

**Are you planning on applying for a grant match waiver based on the project serving an underserved community? Please respond yes or no. If yes, include sufficient supporting documentation in your waiver request to demonstrate that the community is disadvantaged by either using the Climate and Economic Justice Screening Tool (CEJST) or by meeting the Low-Income definition. Note: Underserved communities are eligible to request a match waiver, as well as Tribes, Pacific Island Territories, and the USVI.**

## Grant Waiver

We are not requesting a grant match waiver even though the current GFR CWPP footprint includes the eligible communities of Flagstaff, Mountainaire, and Fort Valley.

8 Flagstaff is considered an underserved community and is eligible to apply for a cost-share waiver. It is identified as "disadvantaged" in the Climate and Economic Justice Screening Tool. (Source: Council on Environmental Quality. (2022). Climate and Economic Justice Screening Tool, version 1.0. As reported by the CWDG Data Tool, <https://wildfirerisk.org/cwdg-tool/400023620>)

Mountainaire is considered an underserved community and is eligible to apply for a cost-share waiver. It has a median household income of \$54,805. In order to qualify in Arizona, locations must have a median household income less than \$55,217, which is 80% of the national median household income. (Source: U.S. Census Bureau. (2021). American Community Survey. Washington, DC. As reported by the CWDG Data Tool, <https://wildfirerisk.org/cwdg-tool/400047820>)

Fort Valley is considered an underserved community and is eligible to apply for a cost-share waiver. It is identified as "disadvantaged" in the Climate and Economic Justice Screening Tool. (Source: Council on Environmental Quality. (2022). Climate and Economic Justice Screening Tool, version 1.0. As reported by the CWDG Data Tool, <https://wildfirerisk.org/cwdg-tool/400025045>)

**10 points. 9000 characters including spaces.**

**Clearly define the scope of the project, what the project proposes to accomplish, why it is important, and how it supports the Cohesive Wildland Fire Management Strategy and relevant State Forest Action Plan (or equivalent Tribal plan). Provide a comprehensive but succinct overview of the proposed project that includes basic details of who is doing what, where, and why this is important. Explain how the project is described in a CWPP (or acceptable alternative as described in the NOFO). Specify if benefits to traditionally underserved or marginalized audiences are a component of the work.**

## Project Description

The scope of this request is to fund a transformation of the 2005 GFR CWPP, last updated in 2018, into plan that recognizes our past successes; identifies our immediate challenges; provides modern solutions; and creates a robust digital presence based on informing residents, stakeholders, and partners.

Proposed accomplishments if funded:

1. Create a GFR CWPP Hub Website (City of Flagstaff staff to complete)

This website will be the public facing location for all CWPP accomplishments, and a location to track sensitive home assessment and structure protection plan data using long-in based access.

2. Update the existing CWPP based on State and National standards (selected contractor to complete).

This CWPP update will include a robust community and tribal engagement process. Northern Arizona University and the Ecological Restoration Institute have multiple staff working on social science research with communities in and around the GFR CWPP. We will look to build upon their work and leverage existing efforts.

A CWPP output hope, since there is no guarantee that local efforts can shift state, national, and global risk profiles, is that we can create a novel process that contributes to the local home owners insurance policy coverage crisis. Arizona residents are losing coverage options, and rates are increasing. Our intent is to create a process that is based on showcasing efforts and highlight success stories in a way that may contribute to state wide communications to insurance providers and risk value processes.

This CWPP update will also include coordination with exiting partners like the Insurance Institute for Business & Home Safety, National Fire Protection Association, and the American Property Casualty Insurance Association, with an intention to proactively engage them in the design of innovative development codes, guidelines and incentives.

3. Create a GFR CWPP story map based on the updated document (Selected contractor to complete)

The intent of this story map will be to tell the story of the GFR fire history, where we are today, and where want to go.

4. Create a Project Tracker Tool for Fed, State and Local efforts identified for tracking within the GFR CWPP footprint, and input existing treatment history datasets (Selected contractor to complete)

Intent is to replicate the Santa Clara County Project Viewer Dashboard to represent GFR projects. <https://sccfc.maps.arcgis.com/apps/dashboards/28e6a942a591458fa6657c5b37e9c443>

5. Create a Parcel Level Firewise Assessment and Structure Protection Planning tool and database, based on existing NFPA and NWCG processes. (Selected contractor to complete)

The return on investment with wildfire risk reduction efforts across landscapes and in the built environment is well known to PFAC communities. Every summer PFAC first responders catch multiple human caused wildfires on red flag days without significant difficulty in treated forested areas. History has demonstrated that firewise properties have a much better likelihood of surviving unplanned events, for example, the 2022 Tunnel Fire that destroyed 30 homes in the Summit Fire and Medical District. Investments in wildfire preparation also saved homes and other community infrastructure during the 2014 Slide Fire in the Sedona Fire District. The success outlined in this GFR CWPP update will be based on watersheds and communities receiving wildfire, under nearly all circumstances, without catastrophic impacts.

9 Landscape thinning and beneficial fire treatments across all jurisdictions are occurring at a meaningful pace and scale, but outreach efforts to the PFAC community showing planned and completed projects are not well organized. Creating a digital presence for this map will better inform the community while increasing social license for increasing the pace and scale of treatments.

The 2014 Flagstaff Watershed Protection Project Cost Avoidance Study documented that catastrophic wildfire impacts within the GFR CWPP across just the Dry Lake Hills area of the Upper Rio de Flag watershed, and the Mormon Mountain area of the Lake Mary watershed

This project will organize parcel level risk assessments with an intent to analyze the data and identify where increased investments are needed, enabling PFAC organizations to increase our level of service, especially to underserved and/or marginalized communities.

While PFAC partners have limited ability to influence insurance company decision making, we understand that the ability to better document wildfire risk reduction efforts, especially at the parcel and community scale, can help reduce the uncertainty that supports rate increases and loss of coverage for homeowners.

Wildfire risk reduction goals of the GFR CWPP are aligned locally with The City of Flagstaffs Carbon Neutrality Plan (Community Resilience, Healthy Forests and Open Space priorities) and the Sedona Community Plan (Environment priority).

<https://gis.flagstaffaz.gov/portal/apps/sites/#!/carbon-neutrality-plan>  
<https://www.sedonaaz.gov/your-government/departments/community-development/community-plan>

Wildfire risk reduction goals of the GFR CWPP are aligned with the Coconino County Multi-Jurisdiction Hazard Mitigation Plan, which identifies negative impacts of unnatural wildland fire as the highest risk for the County.

[https://www.coconino.az.gov/DocumentCenter/View/8916/Coconino-County-MJMHMP\\_20101?bidId=](https://www.coconino.az.gov/DocumentCenter/View/8916/Coconino-County-MJMHMP_20101?bidId=)

The proposed CWPP update will align with the Arizona Department of Forestry and Fire Managements 2020 Arizona Forest Action Plan by maintaining and improving local efforts to reduce wildfire risk to priority landscapes and communities (p.89). It also supports all four Goals within the Plan:

1. Collaborate in a way that maintains the resiliency of natural vegetation with beneficial fire
2. Invest locally to create "Fire Adapted Communities" that provide shared stakeholder responsibility for resilient landscapes and wildfire preparedness.
3. Collaborate within PFAC to enhance wildland fire management capacity
4. Develop robust digital materials that can inform Arizona public and government leadership about wildland fire

<https://dffm.az.gov/sites/default/files/media/2020%20Forest%20Action%20Plan%20FINAL.pdf>

The proposed CWPP update supports National programs. It includes the ability to improve holistic implementation approaches of the National Cohesive Wildland Fire Management Strategy goals of resilient landscapes (forest treatments), fire-adapted communities (built environment strategies) and improve Safe, Effective, Risk-based Wildfire Response (PFAC coordination). Landscape treatments within the GFR CWPP also include two USDA Wildfire Crisis Strategy fireheds. This update is also aligned with Public Health, Landscapes, Communities, and Response recommendations in the Sept 2023 Wildland Fire Mitigation and Management Commission report.

Current community planning efforts that will be improved with fine scale data provided by an updated GFR CWPP Include:

1. City of Flagstaff Resiliency Preparedness Study, Regional Transportation Plan, Land Availability and Suitability Study, Emergency Operations Plan, and the IWUIC update
2. City of Sedona Community Plan, Climate Action Plan, and Emergency Operations Plan
3. Coconino County Regional Plan, Emergency Operations Plan
4. PFAC Operations Plan

	Grant		Match		TOTAL
	Funds Requested	Applicant	Non-Federal Contributors	Total Project Cost	
<b>1 0</b>	<b>Personnel / Labor:</b>		\$10,000		<b>\$10,000</b>
	<b>Fringe Benefits:</b>				
	<b>Travel:</b>				
	<b>Equipment:</b>				
	<b>Supplies:</b>				
	<b>Contractual:</b>	\$225,000			<b>\$225,000</b>
	<b>Other:</b>		\$35,000		<b>\$35,000</b>
	<b>Indirect Costs:</b>	\$25,000			<b>\$25,000</b>
	<b>TOTAL:</b>	<b>\$250,000</b>	<b>\$45,000</b>		<b>\$295,000</b>

10 points. 5000 characters including spaces.

Provide any additional remarks needed to clarify your budget request. Clearly explain how the budget will be spent by line item, sources of match, and how expenditures are applicable and relevant to the goals and objectives of the project. The budget narrative must describe how the grant funds will be spent with specific detail for each grant expenditure. It must describe how expenditures are applicable and relevant to the goals and objectives of the project. A project proposal must also show how the applicant will meet matching requirements or qualify for a waiver. If qualified for a waiver, you do not need to show funding in the match column.

### Project Budget Explanation

Budget Line Items:

\$225,000 request for a Contract to:

1. Update the existing GFR CWPP based on State and National standards, and facilitate a robust community planning process
2. Create a GFR CWPP story map based on the updated document
3. Create a Project Tracker Tool for all relevant Fed, State and Local efforts within the GFR CWPP footprint

\$25,000 request for the 10% Indirect Cost Rate for the City of Flagstaff to manage this grant and contracting process

\$35,000 Contribution: PFAC cash from the City of Flagstaff FWPP bond funding, to support the Contract items above

\$10,000 Contribution: City of Flagstaff Staff time to 1) Create the GFR CWPP Hub Website and 2) Manage the CWPP update process

- 1 PFAC individual staff time support will be tracked and estimated but not formally documented as match. Many different organizations and people will be contributing and a formal documentation process is too burdensome.

These estimates were developed based on planning meetings with:

1. Fire Adapted Communities Learning Network staff and core-network partners
2. Multiple private organizations that provide CWPP services
3. The Community Wildfire Planning Center
4. Insurance Industry representatives

If funded, the City of Flagstaff will develop a solicitation request that will be publicly available on [www.planetbids.com](http://www.planetbids.com).

The City of Flagstaff has a very positive track record of managing Federal funds. City of Flagstaff annual financial reports and audits are available here <https://www.flagstaff.az.gov/4826/Annual-Financial-Reports>.

10 points. 8000 characters including spaces.

Clearly define how the project will be accomplished, including at least one of the quantitative accomplishment measures provided in the measurable outcomes table. Identify measurable outcomes and timelines (are the proposed activities clear and achievable, goals defined, outcomes measurable, # of acres treated, # of education/outreach programs, planning/assessment efforts clearly described, etc.). Include metrics for measuring progress towards the accomplishment(s). Describe any applicable less quantifiable return on investments.

### Accomplishments

This project will be accomplished utilizing City of Flagstaff staff capacity, PFAC partner capacity, Flagstaff Watershed Protection project funds, and Contractor capacity.

The City of Flagstaff will develop a Request for Bids and will support the contract management process on behalf of PFAC.

Immediate outcomes will include:

1. An updated GFR CWPP document
2. Creation of a Hub Website
3. GFR CWPP Storymap
4. Creation and posting of a Project Tracker Tool
5. Creation and posting of Parcel Level Firewise Assessment and Structure Protection Planning tools and databases
6. Number of CWPP community events hosted and an estimate of individuals present

Measurable Outcomes as GFR CWPP Implementation Occurs based on Project Tracker and Assessment Tools:

- 1** 1. Number of parcels assessed (firewise and structure protection plans)
- 2** 2. Number of parcels documented to have taken firewise action
3. Number of forested acres treated within the GFRCWPP footprint (City, State, Federal)
4. Number of current and new Firewise USA certified communities

PFAC will aim for the following timeline after receiving the grant award:

1st quarter: Create the core PFAC planning team; develop roles, responsibilities, and meeting schedule; promote CWPP update to the public; identify and notify potential additional stakeholders

2nd quarter: PFAC will finalize RFP documents and submit to City of Flagstaff team; City of Flagstaff IT staff will initiate Hub Website development

3rd quarter: City of Flagstaff legal, contracting and procurement staff finalize RFP review and post on Planetbids.com, the City of Flagstaff's procurement website

4th quarter: PFAC reviews proposals and selects a contractor; Hub Website finalized and made public

5th quarter: Initial meeting with selected contractor; new GFR CWPP timeline of events to be established

**10 points. 8000 characters including spaces.**

***The application should clearly define collaborative elements, including support from partners, agencies, landowners, and communities. A project proposal must identify partners that will be actively engaged in carrying out the project and add value to project planning and implementation, with a description of each partner's role. Collaboration may be qualitative in nature, and the contribution of a partner may be more than the number of partners involved.***

***1.) Identify partners that have demonstrated a commitment and add value towards planning and carrying out the project.***

***2.) Describe what these partners and collaborators contribute.***

***3.) Demonstrate residual positive benefits as a result of collaboration related to capacity, skills, knowledge, infrastructure, or a replicable approach, among others.***

## **Collaboration**

Successful wildfire risk reduction based collaboration is well established in the Flagstaff area. Although selected PFAC first responders will make up the core team and lead this GFR CWPP update process, communication with all members of PFAC and the GFFP is a significant commitment. Both organizations have been in place and working together for over 25 years.

The PFAC includes Flagstaff Fire Department, Summit Fire and Medical District, Highlands Fire District, Ponderosa Fire District, Pinewood Fire District, Mormon Lake Fire District, Coconino County Sheriffs Office, City of Flagstaff Office of Emergency Management, Coconino County Office of Emergency Management, and Guardian Medical Transport. Federal partners include the Coconino National Forest, Kaibab National Forest, and National Park Service. State partners include the Arizona Department of Forestry and Fire Management and Arizona Department of Transportation.

The GFR CWPP footprint includes 10 current NFPA Firewise USA Communities: LaBarranca II, Sedona, Yavapai County; Cottages at Coffeepot HOA, Sedona, Yavapai County; Flagstaff Ranch Golf Club, Flagstaff, Coconino County; Forest Highlands, Flagstaff, Coconino County; Linwood Heights HOA, Flagstaff, Coconino County; Lockett Ranches, Flagstaff, Coconino County; Mount Elden Estates, Flagstaff, Coconino County; Pine Canyon, Flagstaff, Coconino County; Pinnacle Pines, Flagstaff, Coconino County; Sunset Vista Estates, Flagstaff, Coconino County. In collaboration with the Arizona Department of Forestry and Fire Management, the PFAC will continue to provide support for these communities as well as support the recruitment of additional communities.

The GFFP includes many of the PFAC organizations. Notable additions include City of Flagstaff Storm Water and Waters Services, Coconino County Flood Control District, Arizona Department of Environmental Quality, Northern Arizona University, the Ecological restoration Institute, Sierra Club, Arizona Public Service, Salt River Project, National Forest Foundation, the Grand Canyon Trust, Arizona Game and Fish Department, American Conservation Experience, Arizona Conservation Corps, and multiple private sector timber businesses. GFFP

- 1**
- 3** Greater Flagstaff Region Fire Fighters have been collaborating on wildfire response and community risk reduction, both on the fire line and in public meetings, for many years. Local Fire Fighters are well positioned to lead this effort as local studies continue to show that municipal and federal fire fighters are the most trusted members in the GFR community.

to show that municipal and federal fire fighters are the most trusted members in the GFR community.

Within the GFR CWPP footprint are the San Francisco Peaks, known as Dookoosiid to the Din (Navajo) People and Nuva'tukya' ovi to the Hopi People. The highest summit in the range, Humphreys Peak, is the highest point in the state of Arizona at 12,637 feet (3,852 m) in elevation. The San Francisco Peaks have considerable religious significance to many Indigenous people across the southwest. Consultation and collaboration with Indigenous communities, based on intent to integrate their values, concerns and suggestions through the GFR CWPP update process, will be a top priority. Existing partnerships that will help PFAC navigate this process include NAU's Institute for Tribal Environmental Professionals and the Indigenous Peoples Burning Network. The City of Flagstaff Public Affairs section includes a Coordinator for Indigenous Initiatives that will also support outreach efforts.

Flagstaff Fire Department, Summit Fire and Medical District, Highlands Fire District, Pinewood Fire District, Ponderosa Fire District, and Sedona Fire District have all invested in stand alone wildfire risk reduction positions to increase knowledge depth and capacity. FFD has 8 full time staff in their Wildland Fire Management Division. Highlands Fire District and Pinewood Fire District co-staff a Type 2 Initial Attack crew (Bear Jaw) with 6 permanent year round staff.

Successful collaborative efforts in the Flagstaff area that have resulted in increasing social license for both large scale public planning processes and treatment implementation include Flagstaff Watershed Protection Project (FWPP) and the Four Forest Restoration Initiative (4FRI). Since 2012, FWPP has completed over 10K acres of the 50K acre goal. Since 2010, 4FRI has completed thinning and burning plans across 2.5 million acres and averages 15K acres of thinning and nearly 50K acres of broadcast and non-broadcast burning each year across northern AZ.

**10 points. 8000 characters including spaces.**

**Clearly define the scale of the project, including relationships with past, present, or future projects that, when combined, offer more benefits than when taken individually. Describe the overall landscape and land ownership that the project influences in addition to the defined project area. Specify areas targeted for planning or mitigation. Clearly describe each proposed activity and include details on where they will be occurring. Include the approximate number of structures that will benefit from the proposed action.**

## Landscape Impacts

The project area of the GFR CWPP encompasses nearly 1,000,000 acres of federal, state, municipal and private lands. The roughly 1,465-square mile area stretches from the San Francisco Peaks to below the Mogollon Rim, and is in the midst of the largest continuous ponderosa pine forest in the world.

The area includes lands that are sacred to multiple southwestern tribes, portions of two counties (primarily Coconino, with a very small part of Yavapai), two cities and their associated adjacent areas (Flagstaff and Sedona), and several unincorporated communities.

Ecosystem types are diverse and include alpine tundra, spruce-fir, wet mixed conifer, aspen, dry mixed conifer, ponderosa pine, pine-oak, pinon-juniper, and grassland. Natural tree densities can vary from 0 in grasslands to greater than 300 per acre in dense, high elevation forests.

The Coconino and Kaibab National Forests cover 84% of this landscape. Private and local government land covers 9.0%. Arizona State Land and Department of Military and Emergency Affairs covers 6.5%. National Park Service Monuments covers .5% of the area.

- 1 The GFR CWPP area also includes DOD's Naval Observatory Flagstaff Station, High voltage overhead powerlines, El Paso Natural Gas above ground stations, Burlington Northern Santa Fe Railroad, Interstate 17 and 40, State Highways 3, 89A, and
- 4 180, Cell Phone Towers, Mt. Elden Tower Sites, Mormon Mountain Tower Sites, and Schnebly Hill Tower Sites.

The FWPP and 4FRI efforts have resulted in all surrounding USFS lands having a wildfire risk reduction based NEPA plan in place for both thinning and burning. These two efforts are ongoing with ambitious annual targets, allowing for local collaborative groups to increase their focus on the built environment as wildfire risk is slowly being reduced on forested acres but continues to grow on private lands. Impactful funding sources for FWPP and 4FRI include the USDA, DOI, City of Flagstaff, Coconino County, National Forest Foundation, Arizona Department of Forestry and Fire Management, Department of Defense Readiness and Environmental Protection Initiative, and the Salt River Project.

Fuel reduction and restoration treatments primarily occur on public lands but private lands are targeted for hazardous fuel reduction as needed. Parcel level risk assessments will occur on private lands but community risk assessments will consider all lands.

While the total number of structures in the GFR CWPP is not currently known, the population of the area is approximately 145K with another 20,000+/- visitors in the area on any given day.

Previous GFR CWPP public land and community priorities will be updated during this process. Existing public land priorities are currently managed via the Coconino National Forest and Kaibab National Forest 5-year programs of work, and the Flagstaff Watershed Protection Project.

**10 points. 8000 characters including spaces.**

**Clearly define how or if the project will sustain itself after the grant period is over. Describe any plans or steps that will be taken to continue the project benefits beyond the life of the grant as well as who or what organizations are responsible.**

## Project Sustainability

The sustainability and implementation of the GFR CWPP beyond this update will be managed through ongoing collaborative efforts like PFAC, GFFP, FWPP, and 4FRI. As it has been for the last 20 years, PFAC and GFFP, led by the City of Flagstaff and the Sedona Fire District, will be the long term stewards of this CWPP effort.

The GFR CWPP footprint includes 10 Firewise USA Communities: Along with the Arizona Department of Forestry and Fire Management, the PFAC will continue to provide support for these communities as well as support the recruitment of additional communities. The PFAC includes multiple permanent staff positions that are able to support all aspects of the NFPA Firewise USA application and renewal processes.

**1**  
**5** The social license social license for both large scale public planning processes and treatment implementation, and expectation that efforts outlined in the GFR CWPP continue, is well established with no sign of decreasing. The City of Flagstaff Fire Department and its Wildland Fire Management Division are maintained through a combination of general funds and environmental management fees that provide a stable and reliable source of funding. When surveyed, the GFR community continues to strongly support programs that reduce wildfire risk.

The Ecological Restoration Institute's Nov 2020 white paper "Local Experiences with the 2019 Museum Fire and Associated Flood Risk" documents a majority of the Flagstaff community finds taxes based on strategies that reduce wildfire risk as acceptable. The 2012 FWPP bond election passed with 74% support. A recent 2022 City of Flagstaff ballot initiative to fund new wildland fire trucks and post fire flood mitigation passed with 72% support.

Considering that 84% of the GFR CWPP footprint is USFS land, a collaborative land management space is ensured through the NEPA process.

An updated GFR CWPP has the ability to extended its impact through other community planning process, for example a Resiliency Preparedness Study, a Land Availability and Suitability Study, multiple Emergency Operations Plans, and future IWUIC updates. The City of Flagstaff is preparing to review and update the adopted IWUI code. An updated GFR CWPP will certainly support that process and set it up for future success. Although Coconino County does not have robust firewise codes, the CWPP update can help advocate for voluntary efforts and support future community discussions.

**10 points. 3000 characters including spaces.**

**Does this project benefit a low-income community as defined in the NOFO?**

**Please respond yes or no. Provide a description and web link to the verification source.**

### **Does this project benefit a low-income community?**

Yes.

**1**  
**6** Mountaineer is within the GFR CWPP footprint and meets the "low income" criteria. It has a median household income of \$54,805. In order to qualify in Arizona, locations must have a median household income less than \$55,217, which is 80% of the national median household income. (Source: U.S. Census Bureau. (2021). American Community Survey. Washington, DC. As reported by the CWDG Data Tool, <https://wildfirerisk.org/cwdg-tool/400047820>)

**10 points. 3000 characters including spaces.**

**Has this community been impacted by a severe disaster within the previous 10 years? Please respond yes or no. Provide a description and web link to the verification source. Clearly demonstrate and document whether the project benefits a community that has been impacted by a severe disaster within the previous ten (10) years, and clearly exhibit how the severe disaster increased wildfire risk and/or hazard and was of a scale and scope to have had landscape impacts (please see full definition later in this NOFO). Note: simply listing a disaster will not suffice; you must explain how this disaster has impacted the community's wildfire risk and hazard (not all disasters will qualify for points if it cannot be shown they have influenced the community's risk or hazard).**

### **Has this community been impacted by a severe disaster?**

Yes

2015 Slide Fire, 2019 Museum, 2021 Museum Fire Flooding, 2022 Tunnel and Pipeline Fires were all declared severe disasters by FEMA. (Source: Federal Emergency Management Agency. (2023). Disaster Declarations Summary. As reported by the CWDG Data Tool, <https://wildfirerisk.org/cwdg-tool/400005700>)

Communities within the GFR CWPP footprint have experienced multiple severe wildfire and post-fire flooding disasters.

The 2010 Schultz Fire was a management action point for much of the GFR community. That 15K acre fire scar continues to impact communities below with post-fire flooding most every year. The Ecological Restoration Institutes "August 2021 "Full-Cost Accounting Remeasurement of the 2010 Schultz Fire" documented that costs continued to accrue over 10 years. "The total cost of the Schultz Fire for the ten-year assessment period was conservatively estimated to be between \$95.8 million and \$100.7 million in 2021. The cost to rebuild the City of Flagstaff's Inner Basin Waterline, heavily damaged in post Schultz Fire flooding, exceeded \$5M.

**1**  
**7** The 2015 Slide Fire impacted 21K acres within the GFR CWPP. The Sedona community continues to be at risk of post fire flooding even 10 years later as slopes in Oak Creek Canyon are still compromised.

The 2019 Museum Fire was only 2,000 acres but continues to impact GFR CWPP communities with ongoing flooding concerns. Significant municipal government capacity and funding has gone into flood mitigation efforts. In 2021, multiple severe storms contributed to flooding below the Museum Fire scar. The City of Flagstaff Stormwater Division expects Museum Fire costs will exceed \$30M in costs, with more than \$10M in costs for Coconino County.

In April 2022, the 27K acre Tunnel Fire burned over 30 structures in the GFR CWPP footprint. Two months later, the 27K acre Pipeline Fire burned along side the Tunnel Fire scar and reburned much of the Schultz Fire, contributing to significant post-fire flooding and forest habitat losses. Both of these fires continue to create economic losses for GFR CWPP communities through property value losses and quality of life impacts. The City of Flagstaff Stormwater Division expects Pipeline Fire damages to the Inner Basin Waterline will exceed \$16M.

GFR CWPP communities will continue to be at risk of post fire flooding for many years as recovery of vegetation on steep slopes from the Slide, Museum, and Pipeline Fires is very slow.

**20 points. 3000 characters including spaces.**

**Please respond yes or no, if this project is located within an area identified as having high or very high wildfire hazard potential as defined by a state, regional, tribal, territorial, or national wildfire hazard potential assessment. Provide a description and web link to the verification source.**

### **Does the project location have wildfire hazard potential?**

Yes.

Every single community within the GFR CWPP meets the "wildfire hazard potential" definition.

Flagstaff, AZ, meets the "wildfire hazard potential" criteria and has a higher wildfire hazard potential than 97.1% of communities in the nation. (Source: Wildfire Risk to Communities. Scott JH, Gilbertson-Day JW, Moran C, Dillon GK, Short KC, & Vogler KC. (2020). Wildfire Risk to Communities: Spatial datasets of landscape-wide wildfire risk components for the United States. Fort Collins, CO: Forest Service Research Data Archive. Updated 25 November 2020. As reported by the CWDG Data Tool, <https://wildfirerisk.org/cwdg-tool/400023620>)

Sedona, AZ, meets the "wildfire hazard potential" criteria and has a higher wildfire hazard potential than 96.6% of communities in the nation. <https://wildfirerisk.org/cwdg-tool/400065350>

Kachina Village, AZ, meets the "wildfire hazard potential" criteria and has a higher wildfire risk to homes than 98.1% of communities in the nation. <https://wildfirerisk.org/cwdg-tool/400036475>

**1** Mountainaire, AZ, meets the "wildfire hazard potential" criteria and has a higher wildfire risk to homes than 98.9% of communities in the nation. <https://wildfirerisk.org/cwdg-tool/400047820>

**8** Doney Park, AZ, meets the "wildfire hazard potential" criteria and has a higher wildfire hazard potential than 97.8% of communities in the nation. <https://wildfirerisk.org/cwdg-tool/400019740>

Fort Valley, AZ, meets the "wildfire hazard potential" criteria and has a higher wildfire risk to homes than 99.2% of communities in the nation. <https://wildfirerisk.org/cwdg-tool/400025045>

Munds Park, AZ, meets the "wildfire hazard potential" criteria and has a higher wildfire risk to homes than 98.4% of communities in the nation. <https://wildfirerisk.org/cwdg-tool/400048170>

Parks, AZ, meets the "wildfire hazard potential" criteria and has a higher wildfire risk to homes than 98.5% of communities in the nation. <https://wildfirerisk.org/cwdg-tool/400053350>

Bellefont, AZ, meets the "wildfire hazard potential" criteria and has a higher wildfire risk to homes than 98.8% of communities in the nation. <https://wildfirerisk.org/cwdg-tool/400005700>

Mormon Lake, AZ, meets the "wildfire hazard potential" criteria and has a higher wildfire risk to homes than 84.5% of communities in the nation. <https://wildfirerisk.org/cwdg-tool/400047680>

Community Wildfire Defense Grant

**ATTACHMENT B**  
**(Cover Sheet)**

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

## **PROJECT SCOPE:**

The Greater Flagstaff Region (GFR) is surrounded by the largest continuous ponderosa pine forest in the world. It is flanked by sacred peaks and canyons. The ponderosa pine forests of northern Arizona have existed for thousands of years and evolved to benefit from frequent wildland fires ignited by both seasonal monsoonal weather patterns and indigenous cultural burning practices. Unfortunately, more than a century of fire suppression and exclusion-based management has significantly altered the natural vegetation structure and pattern. These changes have created conditions where wildfires now threaten the GFR's natural resources, water supply, economy, infrastructure, and quality of life.

The overall intent of this proposal is to facilitate an update to the GFR Community Wildfire Protection Plan (CWPP) based on identifying risks, communicating solutions, and tracking progress across both the built environment and community-based priority watersheds.

The collaborative groups responsible for developing the original 2005 GFR CWPP (and the 2012 and 2018 updates) were the Ponderosa Fire Advisory Council (PFAC) and the Greater Flagstaff Forests Partnership (GFFP). The PFAC is an organized partnership of Emergency Service Organizations in the Greater Flagstaff Region. The GFFP is a community-based organization that supports collaborative forest ecosystem restoration efforts surrounding Flagstaff. Both organizations were established in the GFR in the mid 1990's.

The PFAC organization includes Flagstaff Fire Department, Summit Fire and Medical District, Highlands Fire District, Ponderosa Fire District, Pinewood Fire District, Mormon Lake Fire District, Sedona Fire District, Coconino County Sheriffs Office, and Guardian Medical Transport. Federal partners include the Coconino National Forest, Kaibab National Forest, and National Park Service. State partners include the Arizona Department of Forestry and Fire Management and Arizona Department of Transportation. These PFAC partners have collaboratively developed this proposal to update and modernize the GFR CWPP.

The Greater Flagstaff Region has seen a significant increase in population, increasing from about 100K people when the original CWPP was drafted in 2005, to over 145K now. Much of this new built environment exists in wildland urban interface areas that are at significant risk of wildfire impacts. The International Wildland Urban Interface Code adopted in Sedona (2007) and Flagstaff (2008) effectively addresses fire spread, accessibility, defensible space, water supply and more, but much of the GFR's community relies on homeowner incentives, outreach, and education to reduce their fire risk.

The scope of this request is to fund a transformation of the 2005 Greater Flagstaff Region CWPP, last updated in 2018, into a plan that recognizes our past successes, identifies our immediate challenges, provides modern solutions, and creates a robust digital presence based on informing residents, stakeholders, and partners.

### **Proposed Outcomes:**

1. Create a GFR CWPP Hub Website (City of Flagstaff staff to complete)
2. Update the existing CWPP based on State and National standards (Selected contractor to complete)
3. Create a GFR CWPP story map (Selected contractor to complete)
4. Create a Project Tracker Tool for all relevant Fed, State and Local efforts within the GFR CWPP footprint (Selected contractor to complete)

The PFAC CWPP steering committee will take the lead in identifying major project tasks/components and will lead the planning and reporting effort.

The City of Flagstaff will lead the procurement process for the CWPP contractor.

## **PROJECT SCHEDULE:**

### **2025**

#### **Q1(Jan-Mar):**

- Grant agreement finalization
- Council approval
- Formalize PFAC CWPP Steering Committee

#### **Q2(Apr-Jun):**

- Initiate procurement process
- Select vendor
- PFAC CWPP Steering Committee will work with selected vendor formalize a contract

#### **Q3(Jul-Sep):**

- Selected vendor will implement specific tasks based on agreed upon contract timeline.
  - Possible deliverables include engagement with PFAC CWPP Steering Committee, value prioritization, and initial wildfire risk mapping

#### **Q4(Oct-Dec):**

- Selected vendor will implement specific tasks based on agreed upon contract timeline.
  - Possible deliverables include public engagement, assesment of response capabilities, post-fire flood mitigation strategy development, hub website review

### **2026**

#### **Q1(Jan-Mar):**

- Selected vendor will implement specific tasks based on agreed upon contract timeline.
  - Possible deliverables include a public roll out of the draft CWPP, public comment review, project tracker tool integration with hub website and PFAC CWPP Steering Committee

#### **Q2(Apr-Jun):**

- Selected vendor will implement specific tasks based on agreed upon contract timeline.
  - Possible deliverables ongoing review of CWPP draft based on public and PFAC CWPP Steering Committee comments, initiation of story map

#### **Q3(Jul-Sep):**

- Selected vendor will implement specific tasks based on agreed upon contract timeline.
  - Possible deliverables include a final draft of the CWPP and story map for review, final Steering Committee feedback on hub website and project tracker tool

#### **Q4(Oct-Dec):**

- Selected vendor will implement specific tasks based on agreed upon contract timeline.
  - Possible deliverables include a final, closed out contract based on a delivered CWPP, story map, and project track tool

Project:

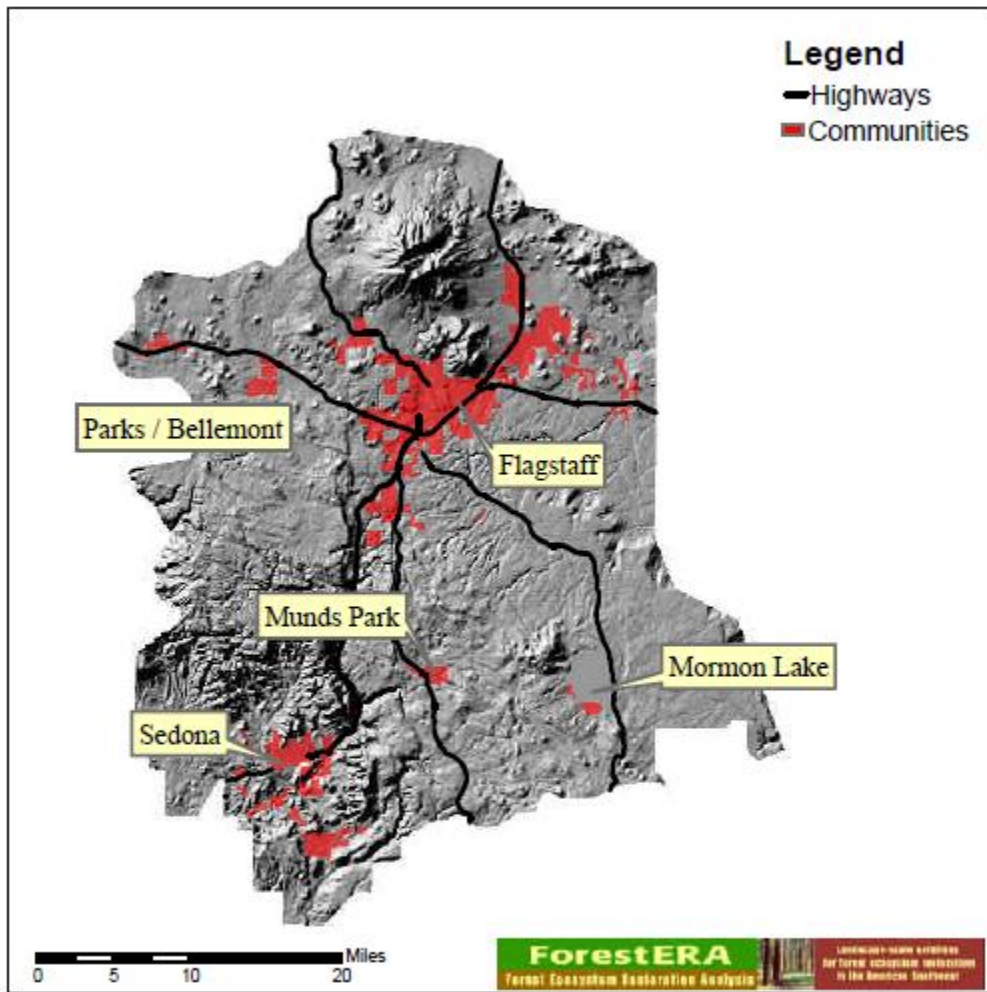
<b>Total Project Budget (by expense type)</b>				
<b>Budget Detail</b>	<b>Grant Share</b> (\$ Amount Requested)	<b>Match</b>		<b>TOTAL</b>
		Match %	Match Total	
		<b>Dollars</b>	<b>In-Kind</b>	
<b>Administrative Labor:</b>				
<b>Project Labor:</b>				
<b>Travel:</b>				
<b>Equipment:</b>				
<b>Supplies:</b>				
<b>Contractual:</b>				
<b>Other1:</b>				
<b>Other2:</b>				
<b>TOTAL:</b>				

<b>Budget Narrative</b>	
<p>Provide a brief explanation of each budget item. Include a mathematical explanation for items that will be reimbursed by grant funds and those that will be provided as project match (add additional pages if needed).</p>	

**Budget Narrative - Continued**

**Use this additional space to provide a brief explanation of each budget item. Include a mathematical explanation for items that will be reimbursed by grant funds and those that will be provided as project match (add additional pages if needed).**

MAP 1



**CWPP FOR FLAGSTAFF & SURROUNDING COMMUNITIES**

**ANALYSIS AREA – COMMUNITIES**

## **ATTACHMENT C**

### **General Provisions**

#### COVENANT AGAINST CONTINGENT FEES

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

#### MODIFICATIONS

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

#### EXTENSIONS

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

#### RESPONSIBILITY FOR CLAIMS AND LIABILITIES

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

#### RETENTION OF RECORDS

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

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

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

## ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

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

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

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

## FREEDOM OF INFORMATION ACT

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

## MEMBERS OF U.S. CONGRESS

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

## TERMINATION FOR CONVENIENCE

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

## TERMINATION BY MUTUAL AGREEMENT

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

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

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

### CANCELLATION FOR CONFLICT OF INTEREST

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

### FEDERAL IMMIGRATION AND NATIONALITY ACT

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

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

### ARBITRATION

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

### ANTITRUST VIOLATIONS

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

### SUSPENSION OR DEBARMENT

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

### CONTRACTS AND SUBAWARDS TO DEBARRED AND SUSPENDED PARTIES

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

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

- (a) Checking the SAM Exclusions: System for Award Management (SAM) – [www.sam.gov](http://www.sam.gov)
- (b) Collecting a certification from that person
- (c) Adding a clause or condition to the covered transaction with that person.

#### TITLE VI of CIVIL RIGHTS ACT of 1964

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

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

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

#### PUBLICATION REQUIREMENTS

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

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

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

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

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

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

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

#### REPORTING OF SUBRECIPIENT EXECUTIVES

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

1. in the sub-grantee's preceding fiscal year, the sub-grantee received—
  - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

#### TRAFFICKING IN PERSONS.

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

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

1. You as the Recipient, your employees, subrecipients under this award, and subrecipients' employees may not-
  - (i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - (ii) Procure a commercial sex act during the period of time that the award is in effect; or
  - (iii) Use forced labor in the performance of the award or subawards under the award.
2. This award may be unilaterally terminated, without penalty, if you or a subrecipient that is a private entity -
  - (i) Is determined to have violated a prohibition in paragraph A.1 of this award term; or
  - (ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either-
    - a. Associated with performance under this award; or
    - b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)".

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

1. Is determined to have violated an applicable prohibition in paragraph A.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that is either-
  - (i) Associated with performance under this award; or
  - (ii) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)."

C. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:
  - (1) Implements section I06(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph A1 of this award term in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:

1. "Employee" means either:
  - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
  - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

- (2) Includes:
- i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
  - ii. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

#### DRUG-FREE WORKPLACE

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

#### INVALIDITY OF PART OF THIS AGREEMENT

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

#### COUNTERPARTS

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

#### INTERPRETATION

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

#### PARAGRAPH HEADINGS

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

#### GOVERNING LAW

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

#### ENTIRE AGREEMENT

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

## ATTACHMENT D

### Grant Reimbursement and Documentation Requirements

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

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

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

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

---

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

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

## ATTACHMENT D

### Grant Reimbursement and Documentation Requirements

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

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

## ATTACHMENT D

### Grant Reimbursement and Documentation Requirements

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

Matching investments will not be directly reimbursed.

Examples of possible match include:

- **Hard Dollars** - Matching investment can include actual costs incurred as documented above.
  - A hard dollar match includes anything directly purchased for the grant work with costs incurred by the grantee where money has changed hands, including time spent by employees on grant related activities. Time spent by employees on eligible project activities must include the same documentation as listed above for the Labor category for grant share.
  - Required documentation will include payment receipts, canceled checks, or official accounting records detailing expenses and related goods and service provided. Physical cash transactions are unallowable with DFFM grants.
- **In-kind Contributions** - includes the use of the sub-grantee's or their partners' on-hand supplies, use of third party donations of supplies or equipment, or the value of professional services provided at the professional rate.
  - Use of in-kind contribution of goods or services from another business or organization may be counted as in-kind match with proper documentation. Property or use thereof shall be assigned a fair market value per applicable Cost Principles and should include a letter of documentation from the donating party, if necessary. Use of donated equipment shall consist of signed time logs, detailing day(s) or hours of use, accepted rate, and project specific function.
- **Volunteer** - Volunteer labor hours shall conform to documented standard operating procedures for the Sub-grantee organization with established pay rates.
  - Required documentation for volunteers will include signed time logs/sign-in sheets with volunteer name, date, time, place, and type of volunteer service provided. Volunteer sign in sheets must include a supervisor's signature. Volunteer timesheets should be filled out and signed on the day work was completed.
  - Volunteer time may be valued at the local market rate for equivalent work (children at minimum wage). Hourly rates exceeding \$20 per hour will require specific support documentation for justification and approval. If you use consultants, forestry professionals, planners, etc., who donate their professional services, appropriate hourly rates may be documented in a letter from the individual or their organization, but will still require accurate timesheets.



# Quarterly Performance Report

## GRANT INFORMATION:

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

## REPORT INFORMATION:

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

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

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

**Program-Specific Reportables (if applicable)**

1						
2						
3						
4						
5						

***Is this Project On Track?*** (Yes / No)

**Use the following sections to describe activities for this quarter and for the overall project status.**  
*Additional items may be enclosed or attached, such as added narrative, detailed tables, pictures, maps, or other items.  
 (Please list any additional items in the narrative to assure they are recorded.)*



# Quarterly Performance Report

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

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

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Jen Brown, Facilities & Fleet Section Director  
**Co-Submitter:** Nathan Naliborski  
**Date:** 02/13/2025  
**Meeting Date:** 02/18/2025



---

**TITLE:**

**Consideration and Approval of Contract:** Cooperative Purchase Contract with Phil Long Ford of Denver, LLC in the amount of \$159,849.75, for the purchase of three 2024 Ford F150 Responder Units for use as Battalion Chief vehicles for the Flagstaff Fire Department.

**STAFF RECOMMENDED ACTION:**

1. Approve Cooperative Purchase Contract with Phil Long Ford of Denver, LLC in the amount of \$159,849.75, for the purchase of three 2024 Ford F150 Responder Units for use as Battalion Chief vehicles for the Flagstaff Fire Department; and
2. Authorize the City Manager to execute the necessary documents.

**Executive Summary:**

The Cooperative Purchase Contract will result in the purchase of three Ford F150 Responder Units for the Flagstaff Fire Department. These vehicle packages are purpose-built with specific modifications that enhance the vehicle's capability to perform public safety roles. Safety features designed for public safety roles as well as features that enable faster and more economical upfitting are part of the Responder package. One of the three vehicles is to replace a unit that has met its useful life in public safety. The second unit is to replace a unit involved in an accident (FFD was not at fault), totaling the unit. The third vehicle is for the EMS Battalion Chief position approved in FY24-25.

**Financial Impact:**

Project Name: Purchase Contract with Phil Long Ford of Denver, LLC for Three 2024 Ford F150 Responder Units

Cost: \$159,849.75

Account Number and Amounts Budgeted:

- \$60,000 from account 001-03-051-0201-2-4401
- \$6,132.80 from account 001-03-051-0200-2-4401
- \$55,000 from account 001-03-051-0203-2-4401
- \$39,742 in insurance recovery payment from a Battalion Chief vehicle totaled this fiscal year
- plus \$11,246.44 will be paid from the fleet catastrophic fund

For a total of \$172,121.24 to cover the cost of this contract and the use tax due for these vehicles.

This amount was approved by the Fleet Management Committee (FMC) to utilize these funds.

Funding Source: General Fund

**Policy Impact:**

Two of these vehicles will support the Flagstaff Fire Department in sustaining the service levels of the Battalion Chief program. The third vehicle will enhance FFD's operational capacity by equipping a newly

established EMS Battalion Chief position with a dedicated response vehicle.

**Previous Council Decision or Community Discussion:**

None.

**Options and Alternatives to Recommended Action:**

1. Do not approve the Cooperative Purchase Contract with Phil Long Ford of Denver, LLC for three 2024 Ford F150 Responder Units; or
2. Provide alternative direction to staff and discuss further with end users.

**Background and History:**

The Flagstaff Fire Department has been approved to replace two Battalion Chief vehicles in Fiscal Year 2025, as one has surpassed the service life and mileage thresholds, and the second was totaled in an accident (FFD not at fault) last year. The department will acquire a third vehicle to support the newly established EMS Battalion Chief position. All vehicle acquisitions have been approved by the Fleet Management Committee (FMC).

The City Procurement Department approved the agency contract to allow the City to enter into a cooperative purchase contract with Phil Long Ford of Denver, LLC. **The Interlocal Purchasing System (TIPS) and Department of Texas Region 8 Education Service Center (ESC8)** conducted a competitive and open procurement process through Request for Proposal 240901 that resulted in Contract # 240901 with Phil Long Ford of Denver, LLC.

**Connection to PBB Priorities and Objectives:**

**High-Performing Governance:** Serve the public by providing high-quality customer service. Be an inclusive employer of choice by providing employees with the necessary tools, training, support, and compensation.

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

**Connection to Regional Plan:**

N/A

**Connection to Carbon Neutrality Plan:**

N/A

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

N/A

**Connection to Division Specific Plan:**

The replacement of the normal life unit was planned in the FFD 5-year strategic plan along with the EMS Battalion Chief vehicle if the position was approved in FY24-25 as planned/requested.

---

**Attachments:**    [Cooperative Purchase Contract](#)  
                          [Exhibit A - COF Quote](#)  
                          [Exhibit B - RFP](#)  
                          [Exhibit B1 - Vendor Agreement](#)

## COOPERATIVE PURCHASE CONTRACT

Contract No. 2025-154

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 Phil Long Ford of Denver, LLC, a Colorado limited liability company (“Contractor”).

### RECITALS:

- A. Contractor is a fully authorized vendor of **Transportation Vehicles**;
- B. **The Interlocal Purchasing System (TIPS), a government purchasing cooperative and Department of Texas Region 8 Education Service Center (ESC8)** conducted a competitive and open procurement process through Request for Proposal **240901** that resulted in Contract No. **240901** 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:

#### **2024 FORD F150 RESPONDER UNITS – QUANTITY 3**

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. 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. If any terms or conditions in the Agency Contract conflict with the terms and conditions in this Contract, the terms and conditions in this Contract will supersede the conflicting term or condition in the Agency Contract.
4. Payment:
  - 4.1 Payment to Contractor for the materials and/or services not to exceed **one hundred fifty-nine thousand eight hundred forty-nine dollars and seventy-five cents (\$159,849.75)**; made in accordance with the price list and terms set forth in the Agency Contract.
  - 4.2 Any adjustment to the Payment amount must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee may approve

an amendment if the amendment price increase is less than \$100,000; otherwise, City Council approval is required.

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 and Renewal: This Cooperative Purchase Contract shall commence upon execution by the Parties and shall continue until the purchase is finalized and the vehicles are delivered, unless sooner terminated by the City in writing.
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:

Nathan Naliborski  
City of Flagstaff  
211 W. Aspen Ave.  
Flagstaff, AZ 86001  
[nnaliborski@flagstaffaz.gov](mailto:nnaliborski@flagstaffaz.gov)  
928-213-2187

To Contractor:

Robert (Bob) Beavis  
Phil Long Ford of Denver  
7887 W Tufts Ave.  
Littleton, CO 80123  
[rbeavis@phillong.com](mailto:rbeavis@phillong.com)  
505-239-1244

With a copy to:

Liane Garcia  
City of Flagstaff  
211 W. Aspen Ave.  
Flagstaff, AZ 86001  
[lgarcia@flagstaffaz.gov](mailto:lgarcia@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.

PHIL LONG FORD OF DENVER, 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 January 6, 2025

EXHIBIT A - QUOTE



QUOTE NUMBER	2102
QUOTE DATE	January 28, 2025
Agency PO #.	
TERMS	
SALES REP	Bob Beavis
SHIPPED VIA	
F.O.B.	Albuquerque, NM
PREPAID or COLLECT	

QUOTE TO:  
 CITY OF FLAGSTAFF  
 NATE NALIBORSKI

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
3	POLICE RESPONDER UNITS	54,635.00	\$163,905.00
	TIPPS DISCOUNT 5%	(2,731.75)	(\$8,195.25)
3	TRANSPORT TO FLAGSTAFF	1,380.00	\$4,140.00
<b>Additional Information:</b>			159,849.75
			\$159,849.75

DIRECT ALL INQUIRIES TO:

Bob Beavis

(505) 239-1244

email: rbeavis@phillong.com

THANK YOU FOR YOUR BUSINESS!

KAN-002103 OK

9-NORMAL, NB, 002103, RK072

13936

220241015 6524

CERT | CERT | TRD | RAMP | BUMP | CAMP | BOOK | EX | FOTA | W

026183 42/728

1FTFW1P87 RKF26881 NB

VEHICLE DESCRIPTION

# POLICE RESPONDER

## RK F26881

2024 F150 SUPERCREW FX4  
145" WHEELBASE  
3.5L V6 ECOBOOST  
ELEC TEN-SPEED AUTO TRANS

EXTERIOR  
OXFORD WHITE  
INTERIOR  
BLACK 40/BLANK/40

Gasoline Vehicle

### EPA Fuel Economy and Environment

Fuel Economy

**18** MPG

Standard Pickup Trucks range from 12 to 73 MPG. The best vehicle rates 140 MPG.

16 city

22 highway

5.6 gallons per 100 miles

You spend **\$5,250** more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost **\$3,000**

Fuel Economy & Greenhouse Gas Rating

4

1 10 10 Best

Smog Rating

7

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best



#### STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- EXTERIOR**
- FUEL TANK - 26.0 GALLON
- LOCKING REMOVABLE TAILGATE
- L7265/70R18 LRC BSW A/T
- FULL SIZE SPARE TIRE/WHEEL
- HEADLAMPS-LED
- MIRRORS - POWER GLASS/ MANUAL FOLD
- PICKUP BOX TIE DOWN HOOKS
- POWER TAILGATE LOCK
- TRAILER SWAY CONTROL
- WIPERS - INTERMITTENT

- FUNCTIONAL**
- 4-WHEEL DISC BRAKES W/ABS
- ALTERNATOR 240 AMP
- CLASS IV TRAILER HITCH W/ SMART TRLR TOW CONNECTOR
- DARK CAR
- ELECT 4x4 W/4AUTO MODE
- ENGINE HOUR METER
- ENGINE IDLE METER
- MANUAL FOLD MIRRORS
- POLICE BRAKING SYSTEM
- REAR VIEW CAMERA
- REVERSE SENSING SYSTEM
- REAR POWER LUG - 60AMP
- SYNC@H/W/VR & 12" SCREEN
- POLICE ENGINE IDLE FEATURE (ZERO DEDUCTIBLE)

- SAFETY/SECURITY**
- ADVANCED TRAC WITH RSC
- AIRBAGS - FRONT SEAT
- MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY
- SIDE CURTAIN
- POLICE PERIMETER ALERT
- SIMPLE FLEET KEY (4)
- SECURILOCK ANTI-THEFT SYS
- SOS POST CRASH ALERT SYS
- TIRE PRESSURE MONITOR SYS

- WARRANTY**
- 3 YR/36,000 BUMPER / BUMPER CARE EXTENDED SERVICE PLAN (ZERO DEDUCTIBLE)
- 5 YR/100K MILE POWERTRAIN CARE EXTENDED SERVICE PLAN (ZERO DEDUCTIBLE)

#### INCLUDED ON THIS VEHICLE

- EQUIPMENT GROUP 150A**
- XL SERIES
- OPTIONAL EQUIPMENT/OTHER**
- 1026-574F09/1/3/23TX
- L7265/70R18 BSW ALL-TERRAIN
- 3.31 ELECTRONIC LOCK RR AXLE
- 7075# GWR PACKAGE
- FRONT LICENSE PLATE BRACKET
- BLACK PLATFORM RUNNING BOARDS
- 50 STATE EMISSIONS
- SPOT LAMP PREP KIT, DRIVER
- REMOTE KEYLESS-ENTRY KEY FOB
- INTEGRATED TRAILER BRAKE CONT

#### PRICE INFORMATION (MSRP)

BASE PRICE \$57,610.00  
 TOTAL OPTIONS/OTHER 1,030.00  
 TOTAL VEHICLE & OPTIONS/OTHER 52,640.00  
 DESTINATION & DELIVERY 1,995.00

#### GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★ ★ ★ ★ ★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

**Frontal Crash** ★ ★ ★ ★ ★  
 Driver ★ ★ ★ ★ ★  
 Passenger ★ ★ ★ ★ ★

**Side Crash** ★ ★ ★ ★ ★  
 Front seat ★ ★ ★ ★ ★  
 Rear seat ★ ★ ★ ★ ★

**Rollover** ★ ★ ★ ★ ★  
 Based on the risk of injury in a side impact.

Star ratings range from 1 to 5 stars (★ ★ ★ ★ ★), with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA).

www.safercar.gov or 1-888-327-4236

TOTAL MSRP \$54,635.00

Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit Ford Credit: [www.ford.com/finance](http://www.ford.com/finance).

RAMP ONE	CC15	CONVOY
RAMP TWO	ITEM #:	56-R781 O/T 5B

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

**POLICE RESPONDER**  
 RK072 N RB 2X 415 002103 10 07 24



OR Code # Smartphone

47 BUILT Ford YEARS TOUGH F-SERIES AMERICA'S BEST SELLING TRUCKS

The modern is active and sending vehicle data (e.g., diagnostics) to Ford. See in-vehicle settings for connectivity options.

\*Based on 1977-2023 CY total sales. \*\*FordPass App and complimentary Connected Service are required for remote features. (see FordPass Terms for details). Connected service and features depend on compatible AT&T cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot.

FORD PROTECT

Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit [www.FordOwner.com](http://www.FordOwner.com).

SCAN QR TEXT 18KFB6881 TO 48268



Get 6 days of help apply TECHHELP for help [www.ford.com/help](http://www.ford.com/help)

**WARNING:** Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to [www.P65Warnings.ca.gov/passenger-vehicle](http://www.P65Warnings.ca.gov/passenger-vehicle).

2202410156524

12/18/2024

# EXHIBIT B - AGENCY CONTRACT

## TIPS VENDOR AGREEMENT

### TIPS RFP 240901 Transportation Vehicles

The following Vendor Agreement (“Agreement”) creates a legal agreement between The Interlocal Purchasing System (“TIPS”), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

## Phil Long Ford of Denver, LLC

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, “Vendor”) (individually, “Party”, and collectively the “Parties”) and this agreement shall exclusively govern the contractual relationship (“Agreement”) between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer’s jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS (“TIPS Members”) may elect to “piggyback” off of TIPS’ procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.
2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.
3. **Definitions.**
  - a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.
  - b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.
4. **Entire Agreement.** This Agreement resulted from TIPS posting a “TIPS Solicitation” (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor’s entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor’s proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.
5. **Vendor’s Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor’s specific “Sale Terms” (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

- 6. Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.
- 7. Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.
- 8. TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.
- 9. Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.
- 10. Reporting TIPS Sales.** Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com) with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at [accounting@tips-usa.com](mailto:accounting@tips-usa.com).
- 11. TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

- 12. Term of the Agreement.** This Agreement with TIPS is for approximately three years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

**Actual Effective Date:** Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

**Term Calculation Start Date:** To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

**Example of Term Calculation Start Date:** If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

**Contract Expiration Date:** To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be three-years from the Term Calculation Start Date.

**Example of Contract Expiration Date:** If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "three-year" term, (which is subject to an extension(s)) will be May 31, 2026 in this example.

**Option(s) for Renewal:** Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

**Example of Option(s) for Renewal:** In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2026, then the one-year renewal is effective from May 31, 2026 to May 31, 2027.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

- 13. TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

- 14. Indemnification of TIPS.** VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN

WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.
16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.
17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.
18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General

within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

- 19. Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.
- 20. Circumvention of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.
- 21. State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.
- 22. Termination.**
- A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.
  - B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
  - C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
  - D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This

termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

- E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

- 23. Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.
- 24. Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.
- 25. Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.
- 26. Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.
- 27. Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.
- 28. Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.
- 29. Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.
- 30. Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses,

remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

- 31. Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability: \$1,000,000 each Occurrence/Aggregate

Automobile Liability: \$300,000 Includes owned, hired & non-owned

Workers' Compensation: Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.

Umbrella Liability: \$1,000,000 each Occurrence/Aggregate

- 32. Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.
- 33. Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.
- 34. Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.
- 35. Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.
- 36. Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.
- 37. Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.
- 38. Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

- 39. Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.
- 40. Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.
- 41. Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.
- 42. Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.
- 43. Minimum Site Requirements for TIPS Sales (when applicable to TIPS Sale).**

**Cleanup:** When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Preparation:** Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered Sex Offender Restrictions:** For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Safety Measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

**Smoking:** Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

- 44. Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.
- 45. Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to [tips@tips-usa.com](mailto:tips@tips-usa.com). For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at [marketing@tips-usa.com](mailto:marketing@tips-usa.com), before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

46. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.
47. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.
48. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.
49. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.
50. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.
51. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.



Rhett M. Butler  
National Fleet Sales Manager  
Phil Long Ford Of Denver, LLC

10/18/2024

**TIPS VENDOR AGREEMENT SIGNATURE FORM**

**TIPS 240901 Transportation Vehicles**

Vendor Name: Phil Long Ford of Denver, LLC

Vendor Address: 7887 W Tufts Ave

City: Littleton State: CO Zip Code: 80123

Vendor Authorized Signatory Name: Rhett M. Butler

Vendor Authorized Signatory Title: National Fleet Sales Manager

Vendor Authorized Signatory Phone: 505-514-3552

Vendor Authorized Signatory Email: rbutler@phillong.com

Vendor Authorized Signature: Rhett M Butler Digitally signed by Rhett M Butler  
Date: 2024.10.18 08:33:36 -06'00' Date: 10/18/2024

*(The following is for TIPS completion only)*

TIPS Authorized Signatory Name: Dr. Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 12/09/2024



240901

## Phil Long Ford of Denver Supplier Response

### Event Information

Number: 240901  
Title: Transportation Vehicles  
Type: Request for Proposal  
Issue Date: 9/5/2024  
Deadline: 10/18/2024 03:00 PM (CT)  
Notes:

**This bid is seeking the sale of *vehicles only*. Do not propose vehicle parts, services, or leasing herein. Please see the currently posted TIPS 240902 Transportation Vehicle Parts and Services to propose the sale of vehicle parts and services.**

This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

**IF YOU CURRENTLY HOLD TIPS CONTRACT 210907 Automobiles ("210907") or 220304 Transportation Vehicles ("220304") , YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR VEHICLE SALES. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT(S) 210907 AND/OR 220304.**

---

**IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 210907 AND/OR 220304 WHICH  
COVERS ALL OF YOUR VEHICLE SALES AND YOU ARE SATISFIED WITH IT, THERE IS NO  
NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH  
CONTRACTS.**

## **Contact Information**

Address: Region 8 Education Service Center  
4845 US Highway 271 North  
Pittsburg, TX 75686  
Phone: +1 (866) 839-8477  
Email: [bids@tips-usa.com](mailto:bids@tips-usa.com)

## Phil Long Ford of Denver Information

Contact: Benny Diaz  
Address: 7887 W Tuffs Ave.  
Denver, CO 80123  
Phone: (844) 250-4168  
Toll Free: (888) 284-9077  
Email: [bdiazjr@phillong.com](mailto:bdiazjr@phillong.com)  
Web Address: [phillongdenver.com](http://phillongdenver.com)

By submitting your response, you certify that you are authorized to represent and bind your company.

Rhett Butler

*Signature*

*Submitted at 10/18/2024 01:05:18 PM (CT)*

[rbutler@phillong.com](mailto:rbutler@phillong.com)

*Email*

## Supplier Note

Benny Diaz no longer works for our company. Please use my information. Rhett Butler

## Requested Attachments

### Vendor Agreement

240901 Vendor Agreement.pdf

The Vendor Agreement must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

### Vendor Agreement Signature Form

240901 Vendor Agreement  
Signature Form.pdf

The Vendor Agreement Signature Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

### Pricing Form 1

Copy of 240901 Pricing Form  
1.xlsx

Pricing Form 1 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

### Pricing Form 2

Copy of 240901 Pricing Form  
2.xlsx

Pricing Form 2 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

### Required Confidentiality Claim Form

240901 Required Confidentiality  
Claim Form.pdf

The Required Confidentiality Claim Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

### **(3) Required Customer Reference Letters**

Dona Ana Reference Letter.pdf

Vendor is required to upload three Customer Reference Letters from three separate customers as described herein. Vendor will be scored on the aggregate Reference Letters received from customers as described in the solicitation. Vendor must provide three current letters (issued within the 12-months preceding the date on which the solicitation was posted) from its customers verifying Vendor's customer service and reputation as described herein. (Ex. if the solicitation/bid posted on February 4, 2024, the letters must be dated on or after February 1, 2023). The letters must be issued from customers who have received goods or services from the Vendor or its current corporate officials, on entity/company letterhead, must specify its customer experience with Vendor, and must be signed by an authorized representative of the customer. TIPS Reference Forms from past bids will no longer be accepted.

### **Current Form W-9**

W9 Denver 2024.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

### **Certificates & Licenses (Supplemental Vendor Information Only)**

No response

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

### **Alternate or Supplemental Pricing Documents**

No response

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

### **Vendor Logo (Supplemental Vendor Information Only)**

No response

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

### **Supplemental Vendor Information (Supplemental Vendor Information Only)**

No response

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

### **Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)**

No response

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

### **Disclosure of Lobbying Activities - Standard Form - LLL**

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

### **Conflict of Interest Questionnaire - Form CIQ**

No response

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

## Response Attachments

### Prescott Reference Letter for Phil Long Ford of Denver.pdf

Reference Letter # 2

### Odessa Reference.pdf

City of Odessa Reference Letter

## Bid Attributes

### 1 Disadvantaged/Minority/Women Business & Federal HUBZone

Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

NO

### 2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

### 3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

Yes - All 50 States

### 4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

No response

### 5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

Phil Long Ford of Denver provides Fleet Vehicles to Government agencies.

### 6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Rhett Butler

<b>7</b>	<p><b>Primary Contact Title</b></p> <p>Primary Contact Title</p> <input type="text" value="National Fleet Sales Manager"/>
<b>8</b>	<p><b>Primary Contact Email</b></p> <p>Please enter a valid email address that will definitely reach the Primary Contact.</p> <input type="text" value="rbutler@phillong.com"/>
<b>9</b>	<p><b>Primary Contact Phone</b></p> <p>Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).</p> <p>Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.</p> <input type="text" value="5055143551"/>
<b>10</b>	<p><b>Primary Contact Fax</b></p> <p>Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).</p> <input type="text" value="No response"/>
<b>11</b>	<p><b>Primary Contact Mobile</b></p> <p>Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).</p> <input type="text" value="5055143552"/>
<b>12</b>	<p><b>Secondary Contact Name</b></p> <p>Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.</p> <input type="text" value="Eric Roberg"/>
<b>13</b>	<p><b>Secondary Contact Title</b></p> <p>Secondary Contact Title</p> <input type="text" value="Fleet Director"/>
<b>14</b>	<p><b>Secondary Contact Email</b></p> <p>Please enter a valid email address that will definitely reach the Secondary Contact.</p> <input type="text" value="eroberg@phillong.com"/>
<b>15</b>	<p><b>Secondary Contact Phone</b></p> <p>Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).</p> <p>Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.</p> <input type="text" value="7203522854"/>

<b>16</b>	<b>Secondary Contact Fax</b> Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="No response"/>
-----------	---

<b>17</b>	<b>Secondary Contact Mobile</b> Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="No response"/>
-----------	--

<b>18</b>	<b>Administration Fee Contact Name</b> Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract. <input type="text" value="Marilyn Rumsey"/>
-----------	--

<b>19</b>	<b>Administration Fee Contact Email</b> Please enter a valid email address that will definitely reach the Administration Fee Contact. <input type="text" value="mrumsey@phillong.com"/>
-----------	---

<b>20</b>	<b>Administration Fee Contact Phone</b> Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="3039335762"/>
-----------	---

<b>21</b>	<b>Purchase Order and Sales Contact Name</b> Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract. <input type="text" value="Rhett Butler"/>
-----------	---

<b>22</b>	<b>Purchase Order and Sales Contact Email</b> Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact. <input type="text" value="rbutler@phillong.com"/>
-----------	---

<b>23</b>	<b>Purchase Order and Sales Contact Phone</b> Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="5055143552"/>
-----------	---

<b>24</b>	<b>Company Website</b> Company Website (Format - www.company.com) <input type="text" value="No response"/>
-----------	--

**25 Entity D/B/A's and Assumed Names**  
You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.  
  
In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

Phil Long Ford of Denver. LLC

**26 Primary Address**  
Primary Address  
7887 W Tufts Ave

**27 Primary Address City**  
Primary Address City  
Littleton

**28 Primary Address State**  
Primary Address State (2 Digit Abbreviation)  
CO

**29 Primary Address Zip**  
Primary Address Zip  
80123

**30 Search Words Identifying Vendor**  
Please list all search words and phrases to be included in the TIPS database related to your entity. **Do not** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

Vehicles, Trucks, Cars, SUVs, Vans, Electric Vehicles, Hybrid Vehicles

**31 Certification of Vendor Residency (Required by the State of Texas)**  
Does Vendor's parent company or majority owner:  
  
(A) have its principal place of business in Texas; **or** (B) employ at least 500 persons in Texas?  
  
Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

No

**32 Vendor's Principal Place of Business (City)**  
In what city is Vendor's principal place of business located?  
Littleton

**33 Vendor's Principal Place of Business (State)**  
In what state is Vendor's principal place of business located?  
Colorado

**3 Vendor's Years in Business**

**4** How many years has the business submitting this proposal been operating in its current capacity and field of work?

**3 Certification Regarding Entire TIPS Agreement**

**5** Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

**3 Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)**

**6** **Please read thoroughly and carefully as an error on your response can render your contract award unusable.**

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

**What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.**

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

**Example:** In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is \$100 and for "Tablet Set-Up Service" is \$100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$90, "Tablet Set-Up Service" - \$90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for \$200 and have increased the price of "Tablet A" to \$110 and the price of "Tablet Set-Up Service" to \$110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$99, "Tablet Set-Up Service" - \$99, and "Tablet B" - \$180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

**What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?**

**37 Honoring Vendor's Minimum Percentage Discount**

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

**38 Volume and Additional Discounts**

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

**39 "Catalog Pricing" and Pricing Requirements**

**This is a requirement of the TIPS Contract and is non-negotiable.**

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for review by TIPS or a customer during the purchase process;
- C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

**4 0 EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

Yes, Vendor agrees

**4 1 TIPS Sales Reporting Requirements**

**This is a requirement of the TIPS Contract and is non-negotiable.**

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

**4 2 TIPS Administration Fee Requirement and Acknowledgment**

**This is a requirement of the TIPS Contract and is non-negotiable.**

The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.

By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.

**4** **TIPS Member Access to Vendor Proposal & Documentation**

**3** **This is a requirement of the TIPS Contract and is non-negotiable.**

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

**4** **Non-Collusive Bidding Certificate**

**4** **This is a requirement of the TIPS Contract and is non-negotiable.**

By submission of this proposal, the Vendor certifies that:

- 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor;
- 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and
- 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

**4** **Antitrust Certification Statements (Tex. Government Code § 2155.005)**

**5** **This is a requirement of the TIPS Contract and is non-negotiable.**

By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;
- (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law;
- (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**4** **Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272**

**6** **This is a requirement of the TIPS Contract and is non-negotiable.**

Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work.

By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

4  
7

**Required Confidentiality Claim Form**

**This is a requirement of the TIPS Contract and is non-negotiable.**

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.

If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

4  
8

**Non-Discrimination Statement and Certification**

**This is a requirement of the TIPS Contract and is non-negotiable.**

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

Yes, I certify

4  
9

**Limitation of Vendor Indemnification and Similar Clauses**

**This is a requirement of the TIPS Contract and is non-negotiable.**

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

Yes, I Agree

50

**Alternative Dispute Resolution Limitations**

**This is a requirement of the TIPS Contract and is non-negotiable.**

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

51

**No Waiver of TIPS Immunity**

**This is a requirement of the TIPS Contract and is non-negotiable.**

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

Yes, Vendor agrees

52

**Payment Terms and Funding Out Clause**

**This is a requirement of the TIPS Contract and is non-negotiable.**

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

Yes, Vendor agrees

53

**Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)**

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

5  
4

**Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

Yes, Vendor certifies

5  
5

**Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)**

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

Yes, Vendor certifies

**5  
6 Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.”

“Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.”

When applicable, does Vendor certify?

Yes, Vendor certifies

**5  
7 Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)**

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.”

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

Yes, Vendor certifies

5  
8

**Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

5  
9

**Felony Conviction Notice - Texas Education Code 44.034**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

- A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;
- B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;
- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

**60 Felony Conviction Notice - Texas Education Code 44.034 - Continued**

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)
2. The Felon(s) title/role in Vendor's entity, and
3. Details of Felon(s) Conviction(s).

No response

**61 Conflict of Interest Questionnaire Requirement**

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

- (1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of our local governmental entity.
- (4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes, Vendor certifies - VENDOR HAS NO CONFLICT

**62 Conflict of Interest Questionnaire Requirement - Form CIQ - Continued**

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Not Applicable

**63 Upload of Current W-9 Required**

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

**64 Regulatory Good Standing Certification**

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes, Vendor certifies

**6**  
**5** **Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

*No response*

**6**  
**6** **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**  
**Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

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

3. 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 when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it 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.

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

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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

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

**6** **Suspension or Debarment Certification**

**7**

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes, Vendor certifies

**6** **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

**8**

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

**DEFINITIONS**

**Covered employees:** Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

**Disqualifying criminal history:** Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

**Vendor certifies:**

**NONE (Section A):** None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

**OR**

**SOME (Section B):** Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

Yes, I certify - NONE (Section A)

**6**  
**9** **Certification Regarding "Choice of Law" Terms with TIPS Members**

Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7**  
**0** **Certification Regarding "Venue" Terms with TIPS Members**

Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7**  
**1** **Certification Regarding "Automatic Renewal" Terms with TIPS Members**

Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7  
2 Certification Regarding "Indemnity" Terms with TIPS Members**

Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7  
3 Certification Regarding "Arbitration" Terms with TIPS Members**

Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may **not** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7  
4 2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION**

TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as "EDGAR"), Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.

Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.**

If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications. Specifically, if Vendor utilizes the Cost-Plus Markup method anywhere in its proposal, Vendor cannot and will not be listed as federally compliant for TIPS purposes unless Vendor also certifies "Yes" in response to the Attribute entitled, "2 CFR Part 200 - Prohibition of Cost- Plus."

**7 5 2 CFR Part 200 or Federal Provision - Prohibition of Cost Plus**

Contracts paid with federal funds which exceed the simplified acquisition threshold currently set at \$250,000 (2 CFR 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, may not utilize a cost plus percentage of cost and percentage of cost method of contract pricing. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members for a TIPS Sale resulting from this procurement process which exceeds the simplified acquisition threshold, Vendor shall not utilize a cost plus a percentage of cost and percentage of cost method of contract pricing for that expenditure. If Vendor fails to certify and proposes a Cost Plus Markup Method of pricing anywhere in their proposal, Vendor will **not** be listed as federally/EDGAR compliant for TIPS purposes.

Does Vendor certify?

Yes, Vendor agrees.

**7 6 2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds**

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) **Accepting such funds often requires additional required certifications and responsibilities for Vendor.** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

Yes

**7 7 2 CFR Part 200 or Federal Provision - Contracts**

Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR § 200.320), 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.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes, Vendor agrees

**7 8 2 CFR Part 200 or Federal Provision - Termination**

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes, Vendor agrees

**7** **2 CFR Part 200 or Federal Provision - Clean Air Act**

**9** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

Yes, Vendor agrees

**8** **2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment**

**0** 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.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Does Vendor agree?

Yes, Vendor agrees

**8 1 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

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

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

Yes, Vendor certifies - NO Reportable Lobbying

**8 2 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

**8 3 2 CFR Part 200 or Federal Provision - Federal Rule**

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)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in 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).

Does vendor certify compliance?

Yes, Vendor certifies

**8 4 2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with these provisions?

Yes, Vendor certifies

**8 5 2 CFR Part 200 or Federal Provision - Rights to Inventions**

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor certify?

Yes, Vendor certifies

**8  
6** **2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions**

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

Yes, Vendor certifies

**8  
7** **2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications**

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

Yes, Vendor certifies

**8 2 CFR Part 200 or Federal Provision - Contract Cost & Price**

For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes, Vendor certifies

**8 2 CFR Part 200 or Federal Provision - 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."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes, Vendor certifies

**9 2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance**

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes, Vendor certifies

**9 1 2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards**

Where applicable, all contracts awarded by ESC 8 and TIPS Members 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.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes, Vendor certifies

**9 2 2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records**

**If and when** Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

**9 3 2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act**

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes, Vendor certifies

<b>9 4</b>	<b>2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy</b> Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply.  Does Vendor certify? <input type="text" value="Yes, Vendor certifies"/>
----------------	---

<b>9 5</b>	<b>2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations</b> For contracts resulting from this procurement, in excess of \$100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.  Does Vendor certify? <input type="text" value="Yes, Vendor certifies"/>
----------------	---

<b>9 6</b>	<b>2 CFR Part 200 or Federal Provision - Record Retention Requirements</b> For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.  Does Vendor certify? <input type="text" value="Yes, Vendor certifies"/>
----------------	--

<b>9 7</b>	<b>2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.</b> Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?  If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question. <input type="text" value="YES"/>
----------------	---

9  
8

**2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

**Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.**

Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

Does Vendor certify?

9  
9

**ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY**

By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

**From:** [Justin Hill](#)  
**To:** [Rhett M. Butler](#)  
**Cc:** [Herman D. Sanchez](#)  
**Subject:** Reference Letter for Phil Long Ford of Denver  
**Date:** Friday, October 18, 2024 9:31:44 AM  
**Attachments:** [image001.png](#)

---

**This Message Is From an External Sender**

This message came from outside your organization.

October, 18, 2024

RE: Reference Letter for Phil Long Ford of Denver

To whom it may concern,

Please accept this reference for PHIL LONG FOR OF DENVER, LLC, which provided goods or services to the City of Prescott. Phil Long has provided multiple automotive vehicles in 2023 and 2024. We understand that they have submitted a proposal to Education Service Center Region 8 and the TIPS Cooperative.

The Phil Long dealership performed satisfactorily, and we will do business with them again. As a vendor-customer, we recommend the vendor to TIPS public entities and non-profit members.

Thank you,

**Justin Hill**

Fleet Manager



432 N Virginia Street | Prescott, AZ 86301

Ph: 928-777.1421 | Fax: 928-771.0645

[justin.hill@prescott-az.gov](mailto:justin.hill@prescott-az.gov)

October 18, 2024

City of Odessa  
801 Pool Rd  
Odessa, TX 79761

RE: Reference Letter for Phil Long Ford of Denver

To whom it may concern,

Please accept this reference for PHIL LONG FOR OF DENVER, LLC who provided goods or services to our entity. The vendor provided multiple automotive vehicles in 2024. We understand that they have submitted a proposal to Education Service Center Region 8 and the TIPS Cooperative.

This entity is a customer of above-named Vendor. They have performed satisfactorily, and we would do business with them again. As a customer of the vendor, we would highly recommend the Vendor to TIPS public entity and non-profit members.

Thank you,



Virginia Gavaldon  
Fleet Asset Coordinator



# Doña Ana County

---

October, 18, 2024

Dona Ana County  
2033 E. Griggs  
Las Cruces, NM 88001

RE: Reference Letter for Phil Long Ford of Denver

To whom it may concern,

Please accept this reference for PHIL LONG FOR OF DENVER, LLC who provided goods or services to our entity. The vendor provided multiple automotive vehicles in 2024. We understand that they have submitted a proposal to Education Service Center Region 8 and the TIPS Cooperative.

This entity is a customer of above-named Vendor. They have performed satisfactorily and we would do business with them again. As a customer of the Vendor we would highly recommend the Vendor to TIPS public entity and non-profit members.

Thank you,

Gabriel Silva  
Fleet Manger

**REQUIRED CONFIDENTIALITY CLAIM FORM**

*(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)*

Vendor Entity Name: Phil Long Ford of Denver, LLC  
Vendor Authorized Signatory Name: Rhett M. Butler  
Vendor Authorized Signatory Title: National Fleet Sales Manager  
Vendor Authorized Signatory Email: rbutler@phillong.com  
Vendor Address: 7887 W Tufts Ave  
City: Littleton State: CO Zip Code: 80123

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor’s proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor’s contact information, Vendor’s brochures and commercial information, Vendor’s financial information, Vendor’s certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, “Vendor Data”) to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor’s submission of a proposal constitutes Vendor’s consent to the disclosure and release of Vendor’s Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor’s proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute **Option 1 only** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the “Response Attachments” section of the eBid System entitled “Required Confidentiality Claim Form.” Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

*(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)*

**OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS**

*(Confirm each bullet point and sign below)*

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor’s authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

**OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS**

*(Confirm each bullet point and sign below)*

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor’s authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: Rhett M Butler Digitally signed by Rhett M Butler  
Date: 2024.10.18 11:05:18 -06'00'

Colorado Drives  
**PHIL LONG**  
 SOUTHWEST AUTOPARK Since 1945  
 PhilLongDenver.com



QUOTE NUMBER	2102
QUOTE DATE	January 28, 2025
Agency PO #.	
TERMS	
SALES REP	Bob Beavis
SHIPPED VIA	
F.O.B.	Albuquerque, NM
PREPAID or COLLECT	

QUOTE TO:  
 CITY OF FLAGSTAFF  
 NATE NALIBORSKI

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
3	POLICE RESPONDER UNITS	54,635.00	\$163,905.00
	TIPPS DISCOUNT 5%	(2,731.75)	(\$8,195.25)
3	TRANSPORT TO FLAGSTAFF	1,380.00	\$4,140.00
<b>Additional Information:</b>			159,849.75
			\$159,849.75

DIRECT ALL INQUIRIES TO:  
 Bob Beavis  
 (505) 239-1244  
 email: rbeavis@phillong.com

THANK YOU FOR YOUR BUSINESS!

KAN-002103 OK

9-NORMAL, NB, 002103, RK072

13936

220241015 BLEND 6524

CERT CERT CERT TRD RAMP BUMP CAMP BOOK EXFL ROTA

026183 42/728

1FTFW1P87

RKF26881

NB

GU13

VEHICLE DESCRIPTION

**POLICE RESPONDER**

**RK F26881**



ford.com

2024 F150 SUPERCREW FX4  
145" WHEELBASE  
3.5L V6 ECOBOOST  
ELEC TEN-SPEED AUTO TRANS

EXTERIOR  
OXFORD WHITE  
INTERIOR  
BLACK 40/BLANK/40

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

**EXTERIOR**

- FUEL TANK - 26.0 GALLON
- LOCKING REMOVABLE TAILGATE
- LT265/70R18 LRC BSW A/T
- FULL SIZE SPARE TIRE/WHEEL
- HEADLAMPS-LED
- MIRRORS - POWER GLASS/MANUAL FOLD
- PICKUP BOX TIE DOWN HOOKS
- POWER TAILGATE LOCK
- TRAILER SWAY CONTROL
- WIPERS- INTERMITTENT

**INTERIOR**

- A/C CLIMATE CONTROL
- 40/BLANK/40W/REDUCED BOLSTER
- BLACK VINYL FLOOR COVERING
- CERTIFIED SPEEDOMETER
- MAN TILT/TELESCOP/MAN LOCK
- POLICE HEAVY-DUTY CLOTH
- POWER DRIV SEAT - 8-WAY
- POWER LOCKS AND WINDOWS
- RED/WHITE TASK LIGHTING
- SEATBACK INTRUSION PLATES
- STEERING-BLACK URETHAN

**FUNCTIONAL**

- 4-WHEEL DISC BRAKES W/ABS
- ALTERNATOR 240 AMP
- CLASS IV TRAILER HITCH W/ SMART TRLR TOW CONNECTOR
- DARK CAR
- ELECT 4X4 W/4AUTO MODE
- ENGINE HOUR METER
- ENGINE IDLE METER
- MANUAL FOLD MIRRORS
- POLICE BRAKING SYSTEM
- REAR VIEW CAMERA
- REVERSE SENSING SYSTEM
- REAR POWER LUG - 80AMP
- SYNC@4 W/EVR & 12" SCREEN
- POLICE ENGINE IDLE FEATURE

**SAFETY/SECURITY**

- ADVANCETRAC™ WITH RSC
- AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY SIDE CURTAIN
- POLICE PERIMETER ALERT
- SIMPLE FLEET KEY (4)
- SECURILOCK® ANTI-THEFT SYS
- SOS POST CRASH ALERT SYS
- TIRE PRESSURE MONITOR SYS

**WARRANTY**

- 3YR/36,000 BUMPER / BUMPER
- 5 YR/100K MILE POWERTRAIN CARE EXTENDED SERVICE PLAN (ZERO DEDUCTIBLE)

INCLUDED ON THIS VEHICLE (MSRP)

**EQUIPMENT GROUP 150A**  
-XL SERIES

**OPTIONAL EQUIPMENT/OTHER**

- 1026-574R09/13/23TX
- .LT265/70R18 BSW ALL-TERRAIN
- .3.31 ELECTRONIC LOCK RR AXLE
- 7075# GVWR PACKAGE
- FRONT LICENSE PLATE BRACKET NO CHARGE
- BLACK PLATFORM RUNNING BOARDS 255.00
- 50 STATE EMISSIONS NO CHARGE
- SPOT LAMP PREP KIT, DRIVER 145.00
- REMOTE KEYLESS-ENTRY KEY FOB 350.00
- INTEGRATED TRAILER BRAKE CONT 280.00

**PRICE INFORMATION**

BASE PRICE	\$51,610.00
TOTAL OPTIONS/OTHER	1,030.00
TOTAL VEHICLE & OPTIONS/OTHER	52,640.00
DESTINATION & DELIVERY	1,995.00

**EPA DOT Fuel Economy and Environment Gasoline Vehicle**

**Fuel Economy**

**18** MPG  
combined city/hwy

16 22  
city highway

**5.6** gallons per 100 miles

Standard Pickup Trucks range from 12 to 73 MPG. The best vehicle rates 140 MPG.

**You spend \$5,250**

**more in fuel costs over 5 years** compared to the average new vehicle.

**Annual fuel cost \$3,000**

**Fuel Economy & Greenhouse Gas Rating** (tailpipe only) **Smog Rating** (tailpipe only)

**1** **4** **10** **1** **7** **10**

Best Best

This vehicle emits 492 grams CO<sub>2</sub> per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs \$9,750 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$3.60 per gallon. MPG is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

**fueleconomy.gov**

Calculate personalized estimates and compare vehicles



**GOVERNMENT 5-STAR SAFETY RATINGS**

**Overall Vehicle Score ★★★★★**

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

<b>Frontal Crash</b>	Driver	★★★★★
	Passenger	★★★★★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

<b>Side Crash</b>	Front seat	★★★★★
	Rear seat	★★★★★

Based on the risk of injury in a side impact.

<b>Rollover</b>	★★★★★
-----------------	-------

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA).

www.safercar.gov or 1-888-327-4236



The modern is active and sending vehicle data (e.g., diagnostics) to Ford.\*\* See in-vehicle settings for connectivity options.

\*Based on 1977-2023 CY total sales.  
\*\*FordPass™ Connect (optional on select vehicles), the FordPass App and complimentary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot.



Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.

1FTFW1P87RKF26881

**WARNING:** Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

SCAN QR TEXT 1FRKF26881 TO 48028

Mag & Data rates may apply. Text HELP for help

www.ford.com/help/privacy-terms/

RAMP ONE		<b>TOTAL MSRP \$54,635.00</b>
<b>CC15</b>		
RAMP TWO	<b>CONVOY</b>	<p>Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit <a href="http://www.ford.com/finance">www.ford.com/finance</a>.</p>
	ITEM #: <b>56-R781 O/T 5B</b>	
<p>This label is affixed pursuant to the Federal Automobile Information Disclosure Act, Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.</p>		<p><b>POLICE RESPONDER</b> RK072 N RB 2X 415 002103 10 07 24</p>

12/18/2024

2202410156524

# TIPS SOLICITATION DOCUMENT



## THE INTERLOCAL PURCHASING SYSTEM (“TIPS”)

A department of TIPS Lead Agency:



TEXAS REGION 8 EDUCATION SERVICE CENTER (“Region 8 ESC”)

## TIPS RFP 240901 Transportation Vehicles

### I. NOTICE TO PROPOSERS.

#### **Contact Information:**

TIPS/Region 8 ESC  
4845 US Hwy. 271 North  
Pittsburg, Texas 75686  
Toll Free: (866) 839-8477  
Email: [bids@tips-usa.com](mailto:bids@tips-usa.com)  
Website: [www.tips-usa.com](http://www.tips-usa.com)

#### **TIPS Solicitation:**

TIPS RFP 240901 Transportation Vehicles

This solicitation document is a Request for Proposal as permitted in Texas Education Code § 44.031. Regardless of potential informal or erroneous references to other solicitation terms such as: “solicitation”, “bid”, “request for competitive sealed proposal”, “RCSP”, etc., this solicitation is the method of procurement identified at this location.

#### **Proposal Deadline:**

All proposals shall be received electronically, or otherwise sealed, by: October 18, 2024, AT 3:00 P.M. LOCAL TIME

#### **Access to Solicitation Documents:**

Solicitation documents are located online at <http://tips.ionwave.net>. If you encounter a problem while accessing the solicitation, please contact TIPS at the contact information provided for assistance.

#### **Piggybacking Notice:**

This IDIQ Solicitation is intended for the use of public entities and qualifying non-profit entities who join TIPS, now and in the future, (“TIPS Members”) to piggyback upon and utilize as their own solicitation for legal procurement purposes. TIPS Contracts are established through free, full and open competition as described by the laws of TIPS jurisdiction and are available for piggy-back by other government entities anywhere in the United States, subject to each entities’ jurisdictional law and regulation. For the purpose of enhanced accessibility, potential cost savings, increased flexibility and choice, and order to ensure adequate coverage of requirements for Region 8 Education Service Center and TIPS Members, multiple awards are anticipated.

**TIPS Administration Fee:**

TIPS collection of fees is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee for this contract shall be \$350.00 per purchase order for the sale of a vehicle or multiple vehicles regardless of quantity of vehicles on the single purchase order.

**Incorporation of Solicitation:**

If Vendor proposes and is awarded, the specifications, terms, and conditions of this solicitation shall be incorporated by reference into the final, awarded TIPS Contract.

**TIPS Contract Jurisdictional Limitations:**

Depending on different entities’ and jurisdictions’ laws and regulations, TIPS Member Customers may be prohibited from utilizing TIPS as a procurement method for any specific procurement or procurement-type. TIPS makes no representations about when a TIPS procurement will be appropriate for any particular expenditure. It is always up to the TIPS Member customer to determine whether a TIPS procurement is appropriate under their applicable laws and policies.

**Vendor Questions & Pre-Bid Meeting Requests:**

Substantive questions will be received until October 4, 2024, at 12:00 p.m. local time. Questions about the specific solicitation shall be submitted to [bids@tips-usa.com](mailto:bids@tips-usa.com) with the subject line “TIPS 240901 Transportation Vehicles – Vendor Question”. Vendor-specific questions about the process will often be answered directly. However, substantive questions that are not properly addressed in the solicitation information will be properly published to all vendors as an addendum or “Question & Answer” document.

Pre-Bid Meetings are not mandatory and, if requested, TIPS reserves the right to determine whether a Pre-Bid meeting shall be held. Pre-Bid Meetings may be requested by any proposer on or before September 19, 2024, by emailing [bids@tips-usa.com](mailto:bids@tips-usa.com) with the subject line “TIPS 240901 Transportation Vehicles – Pre-Bid Meeting Request”.

**Anticipated Schedule of Solicitation Events:**

These anticipated dates are subject to change at TIPS’ discretion. TIPS reserves the right to extend the proposal deadline for any reason.

Posting Date	September 5, 2024	8:00 A.M. Local Time
Proposal Deadline	October 18, 2024	3:00 P.M. Local Time
Proposal Opening	October 18, 2024	3:00 P.M. Local Time
Proposal Review Begins	October 18, 2024	3:01 P.M. Local Time
Proposals Award	November 22, 2024	8:30 A.M. Local Time
Award Notifications	November 22, 2024	12:00 P.M. Local Time

**Estimated Contract Value:**

The estimated value for the life of the contract for all awarded vendors combined is \$4,266,071.00. This is an estimate and is not a guarantee of the minimum or maximum value of the contract because TIPS cannot speculate on TIPS Members’ future needs or budget allocations as they relate to this solicitation.

**II. TIPS**

The Interlocal Purchasing System (“TIPS”) is a department of Texas Region 8 Education Service Center, a government entity. TIPS, a governmental entity and a national purchasing cooperative operating under the Interlocal Cooperation Act<sup>1</sup>, seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the legal public procurement solicitation process and awarding compliant contracts to qualified vendors. When permitted by TIPS Members’ law and policy, instead of public entities and

<sup>1</sup> See Texas Government Code, Chapter 791.

qualifying non-profits expending time, money, and resources on the extensive legal competitive procurement process, the use of TIPS, allows public entities to quickly select and purchase their preferred products or services from qualified, evaluated Vendors on an as-needed basis. TIPS evaluates and scores all responsive, properly submitted proposals. Recommendations for award will be made to the Region 8 Education Service Center Board of Directors. Awards are ratified or rejected at the monthly meeting of Region 8 ESC Board of Directors, or as delegated by the Board of Directors. TIPS utilizes a value approach and bases its award recommendations on several factors mandated by the Texas Education Code section §44.031. The factors are allotted points as described herein. TIPS reserves the right to assign or deduct any number of points in any given category if warranted due to insufficient response or Vendor stipulated exceptions and limitations.

### III. PROPOSAL GUIDANCE

1. TIPS strongly encourages all interested vendors to respond using the TIPS IonWave Electronic eBid System for proposal submission. The online submission has many safeguards built into the system that will notify proposers of mistakes or missing information. These safeguards will significantly minimize the potential for Vendor disqualification. If you encounter trouble with the TIPS IonWave eBid System, please contact TIPS.
2. If it is determined that Vendor cannot utilize the TIPS IonWave eBid System, Vendor must email [bids@tips-usa.com](mailto:bids@tips-usa.com) seeking a manual submission packet which TIPS will send to you via US Mail or FedEx within two business days of receiving your request. All manual responses must be sealed in an envelope and must be physically received by TIPS at the TIPS Contact information provided herein and by the deadline provided herein.
3. If you are viewing this document, you have likely already logged into the TIPS IonWave eBid System. If not, you need to register/login to the TIPS IonWave eBid System online at <https://tips.ionwave.net/> and follow these instructions.
4. Once logged in, confirm that your Supplier Profile properly lists your accurate entity-name, EIN, d/b/a's, and contact information, matching your current W9. If it does not, either correct it, or disable the inaccurate profile and create a correct profile before proceeding.
5. Next, confirm that all emails issued by the following domains can be received by your entity's email servers to ensure that you do not miss vital messages: "@tips-usa.com", @tipsconstruction.com", and "ionwave.net"
6. Once that review/update is complete, Vendor shall carefully read through all bid Event Details, Bid Notes, Attachments, Addenda, Instructions, and Attribute Questions before submitting questions to TIPS.
7. TIPS recommends starting Vendor's proposal response by answering the required "Attribute" questions within the IonWave eBid System. These responses are required and it is beneficial to start with the Attribute questions as some of the bid Attachments are only required depending on your responses to those questions.
8. Once Vendor has completed the Attribute Questions, Vendor must download, properly complete, and upload into the correct "Response Attachments" location all required Attachments.
9. Once Vendor has completed the Attribute Questions and uploaded all required Attachments, Vendor must submit the proposal before the legal Proposal Deadline. The system will notify you of errors and allow you to correct those errors where you would otherwise risk unintentional disqualification through paper submission.
10. Proposals may be retracted, amended, and resubmitted by the proposer on the electronic eBid System at any time prior to the legal deadline.
11. If an addendum is posted, you will receive an email notification and you are required to login to the IonWave eBid System to address the Addendum.
12. TIPS reserves the right to reject any or all proposals, to accept any proposals, and to waive any informality in the proposal process provided waiver is equally applied to all proposers and another proposer is not prejudiced by the waiver.
13. If Vendor has proposed deviations to TIPS' standard terms, there is an Attribute Question where Vendor can assert that it has proposed negotiations. If Vendor responds to that attribute question asserting deviations, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document Vendor Agreement and instruct Vendor to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, asserting deviations or negotiations may ultimately delay or prevent award.
14. Withdrawal of proposals will not be allowed for a period of 90 days following the opening unless approved by TIPS in writing.
15. If a Vendor desires to protest a process or decision by TIPS, the Vendor must follow the following process: [http://www.tips-usa.com/assets/documents/docs/letters/Protest\\_Procedures\\_for\\_Vendor.pdf](http://www.tips-usa.com/assets/documents/docs/letters/Protest_Procedures_for_Vendor.pdf)

#### Proposal Format

All responses should be direct, concise, complete, and unambiguous.

#### 1. Attribute Questions.

Vendor must respond carefully and accurately to all "Attributes" within the IonWave eBid System.

## **2. Completion of Attachments.**

### **Pricing Form 1**

Pricing Form 1 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed on the form and herein, uploaded to the “Response Attachments” section requesting Pricing Form 1.

### **Pricing Form 2**

Pricing Form 2 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed on the form and herein, and uploaded to the “Response Attachments” section requesting Pricing Form 2.

### **Alternate or Supplemental Pricing Documents**

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

### **Vendor Agreement**

The Vendor Agreement must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to the “Response Attachments” section requesting the Vendor Agreement. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

### **Vendor Agreement Signature Form**

The Vendor Agreement Signature Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to the “Response Attachments” section requesting the Vendor Agreement Signature Form. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

### **Reference Letters**

Vendor is required to upload three Reference Letters from three separate customers as described herein. Vendor will be scored on the aggregate Reference Letters received from customers as described in the solicitation. Vendor must provide three current letters (issued within the 12-months preceding the date on which the solicitation was posted) from its customers verifying Vendor’s customer service and reputation as described herein. (Ex. if the solicitation/bid posted on February 4, 2024, the letters must be dated on or after February 1, 2023). The letters must be issued from customers who have received goods or services from the Vendor or its current corporate officials, on entity/company letterhead, must specify its customer experience with Vendor, and must be signed by an authorized representative of the customer.

### **Required Confidentiality Claim Form**

The Required Confidentiality Claim Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to the “Response Attachments” section requesting the Required Confidentiality Claim Form. This is the only way for Vendor to assert confidentiality of any information submitted.

### **Conflict of Interest Questionnaire – Form CIQ**

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled “Conflict of Interest Questionnaire Requirement” immediately followed by an Attribute entitled “Conflict of Interest Questionnaire Requirement – Form CIQ – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to the “Response Attachments” section requesting the Conflict of Interest Questionnaire – Form CIQ.

### **Disclosure of Lobbying Activities – Standard Form - LLL**

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, “2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to the “Response Attachments” section requesting the Disclosure of Lobbying Activities – Standard Form – LLL.

### **Current Form W-9**

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

**Certificates & Licenses (Supplemental Vendor Information Only)**

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at the “Response Attachments” section requesting “Certificates & Licenses (Supplemental Vendor Information Only).” These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

**Vendor’s Warranties, Terms, and Conditions (Supplemental Vendor Information Only)**

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at the “Response Attachments” section requesting “Vendor’s Warranties, Terms, and Conditions (Supplemental Vendor Information Only).” These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

**Supplemental Vendor Information (Supplemental Vendor Information Only)**

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at the “Response Attachments” section requesting “Supplemental Vendor Information (Supplemental Vendor Information Only).” These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

**Vendor Logo (Supplemental Vendor Information Only)**

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at the “Response Attachments” section requesting “Vendor Logo (Supplemental Vendor Information Only).” These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

**IV. SPECIFICATIONS**

This bid is seeking the sale of **vehicles only**. Do not propose vehicle parts, services, or leasing herein. Please see the currently posted TIPS 240902 Transportation Vehicle Parts and Services to propose the sale of vehicle parts and services.

**Category:** Transportation Vehicles

Nothing herein is seeking services that are considered a public work/construction. This is a solicitation for goods and non-“public work” services only.

**Specifications.**

It is the intention of TIPS, as a Department of Region 8 ESC, to contract with quality vendors to supply transportation vehicles to public entity and qualifying non-profit TIPS Members in the United States. Proposals shall include, but not be limited to the sale of new and used vehicles used for roadway transportation.

Proposals should include all listings of new and used transportation vehicles Vendor seeks to offer under the contract. Do not propose offerings that are not considered the sale of transportation vehicles. Only very few, limited accessories, upgrades, and services which are customarily sold in conjunction with the sale of a new or used vehicle may be offered, such as an accessory or upgrade incorporated into the sale, or delivery of the purchased vehicle.

**V. VENDOR PRICING SUBMISSION**

**Pricing.**

Please carefully read all of the following before submitting any pricing questions. All goods and service pricing shall be firm and calculable at the time of any TIPS Sale and must conform and comply with the Vendor’s original pricing model as proposed in response to this solicitation. “To-Be-Determined” pricing is prohibited.

**Submission of Goods/Items Pricing**

TIPS permits Vendors to utilize either or both of the two goods/items pricing proposal options (and sub-options) identified below with the “Discount-Off Catalog” option being much more optimal, usable, and preferred to the “Cost-Plus Markup Option.” With either or both options, Vendor is able to update their pricing and add/remove items during the life of the contract. It is Vendor’s responsibility to ensure that all items listed, whether by description, product number, SKU, UPC or other, fall within the scope of this solicitation category. Please carefully read the description of both goods/items pricing options directly below:

- **Discount-Off Catalog Method**

This goods/items pricing proposal method is highly preferred over the “Cost-Plus Markup Method” because it is versatile and allows Vendor to efficiently add and update its goods/items pricing and does not automatically prohibit federal fund purchases. Vendor is asked in the attribute questions within the eBid System to propose a minimum discount off of their catalog pricing. Please note that Vendor’s “Minimum Percentage Discount Offered” proposed in the attribute questions shall apply to goods proposed with the exception of limited goods/services specifically identified and excluded from this discount in Vendor’s original proposal such as a specific item-type with a limited profit margin. Any discount from 0% to 100% is an appropriate response. A 0% discount is permitted. Then, under this pricing proposal method, Vendor is permitted to provide its “Catalog Pricing” to TIPS in a number of ways, described below. Please carefully read the following definition of “Catalog Pricing” which is broad and flexible to the usability benefit of the Vendor.

“Catalog Pricing” is defined as, “The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for review by TIPS or a customer during the purchase process;
- C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

Under the “Discount-Off Catalog Method, Vendor may supply TIPS its “Catalog Pricing” through any of the following methods. Please open the solicitation attachment entitled “Pricing Form 1” at this time and scroll through Sections A and B as you read this explanation.

Options for Providing Goods/Items “Catalog Pricing” to TIPS:

1. **Section “A” of Pricing Form 1 – Providing “Catalog Pricing” through Line-Item Pricing:** If Vendor desires to list the goods/items that you sell by line-item, you are welcome to do so in Section “A” of Pricing Form 1. You are welcome to modify the columns and column titles as long as TIPS can identify the item’s name and “catalog price.” Please note that if you are awarded with this type of pricing submission, you will be able to update the pricing and add/remove items as long as you honor any applicable discounts originally proposed.
2. **Section “B” of Pricing Form 1 – (1) Catalog Pricing is Included in Proposal:** If Vendor already has “Catalog Pricing” documents or files compiled, Vendor may check this box and include a note directing TIPS to please view those documents/files. (Ex. X – Please see “Catalog Pricing” in uploaded document entitled “2022-2023 Vendor Catalog.”) Please note that if you are awarded with this type of pricing submission, you will be able to update the pricing and add/remove items as long as you honor any applicable discounts originally proposed.
3. **Section “B” of Pricing Form 1 – (2) Link to Catalog Pricing:** If Vendor already has “Catalog Pricing” published at an online location, Vendor may check this box and include the link to their online “Catalog Pricing.” If a login is required to access the “Catalog Pricing” located at that link, please provide that login information in the cell to the right. (Ex. X – Please see “Catalog Pricing” at [www.tips-usa.com](http://www.tips-usa.com), login information is Username: TIPS Password: 123456.) Please note that if you are awarded with this type of pricing submission, you will be able to update the online pricing and add/remove items as long as you honor any applicable discounts originally proposed.
4. **Section “B” of Pricing Form 1 – (3) Vendor Shall Provide “Catalog Pricing” Upon Request:** If Vendor does not have comprehensive “Catalog Pricing” documents or links readily available, Vendor may check this box ensuring that such required “Catalog Pricing” will be provided upon request. Per the following example, this option is viable but may slow down the TIPS Sale process as follows. (Ex. Vendor is awarded and is making its first TIPS Sale to Sunny ISD, Sunny ISD sends its TIPS PO to TIPS for pricing compliance review. TIPS will then request that Vendor provide documentation of “Catalog Pricing” for the line items included in the PO before TIPS can process the PO and send to Vendor for fulfillment.) Please note that if you are awarded with this type of pricing submission, you will always be

able to provide the most current pricing for each item but you will still be required to honor any applicable discounts originally proposed.

- **Cost-Plus Markup Method**

This goods/items pricing proposal method is not recommended because many TIPS Members are prohibited from utilizing Vendors with a Cost-Plus Markup Pricing submission, especially when using federal funds. If Vendor utilizes the Cost-Plus Markup method anywhere in its proposal, Vendor cannot and will not be listed as federally compliant for TIPS purposes unless Vendor also certifies "Yes" in response to the Attribute entitled, "2 CFR Part 200 - Prohibition of Cost- Plus." If Vendor has read through the entirety of the "Discount-Off Catalog Method" description above and has determined that none of those options are a possibility, then Vendor may use this method which will require Vendor to propose a maximum mark-up percentage in this proposal and then provide TIPS with proof of cost for each item at the time of each TIPS Sale.

Options for Selecting Cost-Plus Markup Method:

1. **Section "C" of Pricing Form 1:** If Vendor desires to utilize this method, Vendor may enter its maximum markup percentage the cell provided in Section "C" of Pricing Form 1. Please note that this is a maximum percentage and you may always have a lesser markup on a TIPS Sale. You will be required to provide proof of cost to TIPS for every item sold under the TIPS Contract. (Ex. Vendor is awarded and is making its first TIPS Sale to Sunny ISD, Sunny ISD sends its TIPS PO to TIPS for pricing compliance review. TIPS will then request that Vendor provide documentation of Vendor's cost for the line items included in the PO before TIPS can process the PO and send to Vendor for fulfillment.) Please note that if you are awarded with this type of pricing submission, you will always be able to provide the most current cost for each item but you will not be permitted to sell it to TIPS Members for a greater markup than what Vendor provides herein.

#### **Submission of Service Pricing**

Please note that Vendor's "Minimum Percentage Discount Offered" proposed in the attribute questions shall apply to services proposed with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal such as vendor travel passed through at actual cost or GSA allowable rates. If Vendor does not seek to offer services under this contract, Vendor may type "N/A" on Pricing Form 2 and submit. If Vendor desires to offer services under this TIPS Contract, if awarded, the "Catalog Pricing" for those services must be included, or properly added, to Vendor's TIPS "catalog pricing" proposed herein. All services must be provided in some unit cost (Ex. Per Hour, Per Person, Per Day, etc.). TIPS now restates the definition of "Catalog Pricing" below for convenience:

"**Catalog Pricing**" is defined as, "The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

- D. is regularly maintained by the manufacturer or Vendor of an item; and
- E. is either published or otherwise available for review by TIPS or a customer during the purchase process;
- F. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

Under the "Discount-Off Catalog Method, Vendor may supply TIPS its "Catalog Pricing" through any of the following methods. Please open the solicitation attachment entitled "Pricing Form 1" at this time and scroll through Sections A and B as you read this explanation.

Options for Providing Services "Catalog Pricing" to TIPS:

1. **Pricing Form 2 – Providing Service "Catalog Pricing" through Line-Item Pricing:** If Vendor desires to list the services that Vendor sells by line-item, Vendor is welcome to do so in Pricing Form 2. You are welcome to modify the columns and column titles as long as TIPS can identify the service being offered by name, unit-type, and the "catalog price" of the service. Please note that if you are awarded with this type of pricing submission, you will be able to update the pricing and add/remove services within the category as long as you honor any applicable discounts originally proposed.

2. **Service Catalog Pricing is Included in Proposal:** If Vendor already has service “Catalog Pricing” documents, links, or files compiled, Vendor may include a note on Pricing Form 2 directing TIPS to please view those documents/links/files. (Ex. X – Please see “Service “Catalog Pricing” in uploaded document entitled “2022-2023 Vendor Service Pricing.”) Please note that if you are awarded with this type of pricing submission, you will be able to update the pricing and add/remove services within this category as long as you honor any applicable discounts originally proposed.

### **Additional Pricing Terms**

1. **Maintaining and Updating TIPS Pricing During Contract.** Vendor agrees and understands that for each TIPS Contract that it is awarded, Vendor submitted, agreed to, and received TIPS’ approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor’s TIPS Pricing for that TIPS Contract (“TIPS Pricing”). Vendor may update their pricing during the life of the contract by highlighting the pricing changes and emailing pricing updates to [bids@tips-usa.com](mailto:bids@tips-usa.com) for TIPS consideration/approval. Through this process, Vendor may: (1) add or remove items; (2) add or remove manufacturer/brands, and; (3) increase or decrease item pricing, as long as “catalog pricing” (or “cost” in very limited circumstances as described herein) is provided to TIPS upon request and Vendor honors all applicable discounts originally proposed. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor’s TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor’s pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor’s TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion.
2. **Brands.** If a name brand is included in this solicitation, proposals on any reputable manufacturers regularly produced equipment of such items of a similar nature or similar use which are substantively equivalent will be considered.
3. **TIPS Fee Considered.** Vendor confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in a TIPS Sale.
4. **Vendor’s Self-Imposed Pricing Limitations.** Within Vendor’s TIPS Pricing, Vendor may include express, written limitations on geographical regions, volume of order, expediency, etc., for TIPS consideration and approval, as long as Vendor honors their applicable TIPS Pricing, proposed discounts, the terms and conditions of this Contract, and the terms and conditions of any Supplemental Agreement entered into directly with the customer TIPS Member. (Example: If Vendor sells nationally but a specific product can only be sold in Texas. Or, if Vendor can offer Members a greater discount if they purchase 50 items or more in one purchase, etc.)
5. **Shipping Cost, Bond Cost, and Taxes.** TIPS fees are not assessed to Vendors for shipping cost, required bond cost, or any taxes that may be applicable as long as they can be identified as separate line-items. For that reason, TIPS encourages Vendors not to include shipping price, bond price, or taxes within the TIPS “catalog pricing” for an item. If it is included in the TIPS price, TIPS will have no way to differentiate and the TIPS Administration fee will be assessed on the total.

## **VI. PROPOSAL SCORING AND EVALUATION**

TIPS evaluates and scores all responsive, properly submitted proposals. Recommendations for award will be made to the Region 8 Education Service Center Board of Directors. Awards are ratified or rejected at the monthly meeting of Region 8 ESC Board of Directors, or as delegated by the Board of Directors. TIPS utilizes a value approach and bases its award recommendations on several factors mandated by the Texas Education Code section §44.031. The factors are allotted points as described herein. TIPS reserves the right to assign or deduct any number of points in any given category if warranted due to insufficient response or Vendor stipulated exceptions and limitations. TIPS reserves the right to reject any or all proposals or any part of any proposal. TIPS is the sole arbiter of scoring. TIPS reserves the right to award multiple vendors for each solicitation.

The following evaluation criteria are mandated for consideration by Texas Education Code § 44.031 (b).

1. **Purchase Price: (22) Points.** Vendor shall submit, pursuant to the instructions included herein, specific pricing, discounts, and other pricing terms and incentives which make up Vendor’s “TIPS Pricing.” Points will be assigned based on the specific pricing as it relates to the current market, the discounts, and the other pricing terms and incentives proposed by Vendor.
2. **Reputation of Vendor and Vendor’s Offerings: (3) Points.** Points will be assigned based on Vendor’s references, to be submitted as instructed herein, any past history with Vendor, and any other information available to TIPS regarding Vendor’s reputation.

3. **Quality of Vendor's Offerings: (21.5) Points.** Points will be assigned based on Vendor's references, to be submitted as instructed herein, any past history with Vendor, and any other information available to TIPS regarding the quality of Vendor's goods.
4. **Total Long-Term Cost to TIPS/TIPS Members to Acquire the Vendor's Offerings: (10) Points.** Points will be assigned based on Vendor's response to the Attribute entitled, "Honoring Vendor's Minimum Discount Percentage." If Vendor responds, "Yes", agreeing to honor their proposed TIPS Minimum Percentage Discount for the duration of the contract, Vendor will be awarded the maximum 10 points. A "No" response refusing to honor that proposed discount will be awarded 0 points.
5. **Extent to Which the Offerings Meet the Needs: (21.5) Points.** Points will be assigned based on whether the offerings proposed by Vendor fall within the scope of and meet the TIPS Member needs described in this solicitation.
6. **Vendor's Past Relationship: (10) Points.** Points will be assigned based on Vendor's past relationship with TIPS as an awarded TIPS Vendor. No past relationship with TIPS as an awarded TIPS Vendor will score 5 points, a poor past relationship with TIPS as an awarded TIPS Vendor will score 0-4 points, and a good past relationship with TIPS as TIPS Awarded Vendor will score 6-10 points.
7. **Impact on the Ability of TIPS Members to Comply with Laws and Rules Relating to Historically Underutilized Businesses ("HUB's"): (2) Points.** Points are assigned if, where applicable herein, Vendor agrees that if they anticipate subcontracting under this award, they will abide by the required affirmative steps provided in 2 CFR 200. Please see the corresponding Attribute Questions regarding, "Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms." A response that Vendor does anticipate subcontracting but does not agree to the federal subcontracting practices will give Vendor 0 points for this category and deem Vendor unacceptable to receive federal funds under this contract, any other responses accurate responses will give Vendor 2 points for this category.
8. **Experience: (10) Points.** Points will be assigned based on the number of years proposing Vendor has been operating the proposing business in this capacity as presented in response to the corresponding attribute question seeking the same. <2 years will receive 1 point, 2-3 years will receive 5 points, 4-5 years will receive 8 points, and > 5 years will receive 10 points.
9. **Residency: 0 Points.** For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: A. has its principal place of business in this state; or B. employs at least 500 persons in this state. Vendor's response to the corresponding attribute question will be considered, as required by law, but no points shall be assigned because federal funds may be utilized by TIPS Members, and residency is a prohibited criterion under federal regulation.

**PROPOSERS FALLING BELOW AN 70-POINT THRESHOLD WILL NOT BE CONSIDERED FOR AN AWARD.**

**VII. TERMS & CONDITIONS**

1. **Incorporation of Solicitation.** As previously stated, if Vendor proposes and is awarded, the specifications, terms, and conditions of this solicitation shall be incorporated by reference into the final, awarded TIPS Contract. In the event of conflict between the terms herein and the final Vendor Agreement, the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.
2. **Deviations.** If Vendor has proposed deviations to TIPS' standard terms, there is an Attribute Question where Vendor can assert that it has proposed negotiations. If Vendor responds to that attribute question asserting deviations, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document Vendor Agreement and instruct Vendor to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, asserting deviations or negotiations may ultimately delay or prevent award.
3. **Term of the Agreement.** If awarded, the resulting Agreement with TIPS is for approximately three years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

**Actual Effective Date:** Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

**Term Calculation Start Date:** To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that “Award Notifications” are anticipated as published in the Solicitation, regardless of the actual Effective Date.

**Example of Term Calculation Start Date:** If the anticipated “Award Date” published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

**Contract Expiration Date:** To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be three-years from the Term Calculation Start Date.

**Example of Contract Expiration Date:** If the anticipated “Award Date” published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial “three-year” term, (which is subject to an extension(s)) will be May 31, 2026 in this example.

**Option(s) for Renewal:** Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

**Example of Option(s) for Renewal:** In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2026, then the one-year renewal is effective from May 31, 2026 to May 31, 2027.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

4. **Termination.** If awarded, TIPS reserves the right to terminate the resulting agreement for cause or no cause for convenience with a thirty (30) days prior written notice. This Agreement may be terminated for cause by either party if the other party breaches the terms or materially defaults on the performance of any of its duties or obligations set forth herein, provided that such default is not cured within thirty (30) days, or as otherwise may be agreed to by both parties, after written notice is given to the defaulting party by the non-defaulting party which specifies the faulty performance and acceptable means of correction. In such event, termination of the Agreement shall be effective as of the date specified in such notice of such termination. Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS’ sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.
5. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS’ approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor’s TIPS Pricing for that TIPS Contract (“TIPS Pricing”). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor’s TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor’s pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor’s TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor’s TIPS Pricing for any good or service offered through TIPS. Vendor certifies by signing this agreement that Vendor’s TIPS Pricing for all goods and services included in Vendor’s TIPS Pricing shall either be equal to or less than Vendor’s current pricing for that good or service for any other customer. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor’s proposal, incorporated herein by reference.
6. **Initiation of TIPS Sales.** If awarded, when a public entity initiates a purchase with Vendor under this resulting contract, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

7. **TIPS Sales and Supplemental Agreements.** If awarded, when making a sale under this awarded contract, the terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter “Supplemental Agreement”) entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor’s Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement document and those contained in any attachment, the provisions set forth herein shall control unless otherwise agreed to by the Parties in writing.
8. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor’s Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale. Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as required by the TIPS Contract.
9. **Right of Refusal.** If awarded, Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor’s discretion unless otherwise required by law.
10. **Reporting TIPS Sales.** If awarded, Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member’s purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor’s Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com) with “Confirmation Only” in the subject line of the email within three business days of Vendor’s acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor’s TIPS Contract(s) for cause at TIPS’ sole discretion. Please refer to the TIPS [Accounting FAQ’s](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at [accounting@tips-usa.com](mailto:accounting@tips-usa.com).
11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee (“TIPS Administration Fee”) is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published herein. TIPS Administration Fees are due to TIPS immediately upon Vendor’s receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor’s cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor’s receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor’s TIPS Contract(s) for cause at TIPS’ sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.
13. **Conflicts of Interest.** Vendor confirms that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, its proposal has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it will/has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation.
14. **Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.
15. **Exclusivity.** Any award under this solicitation is non-exclusive and TIPS reserves the right to award multiple vendors or not award any vendors. TIPS reserves the right to re-issue a solicitation or solicit the same or similar solicitation categories for additional similar awards at any time at TIPS sole discretion.
16. **Best and Final Offer.** Vendor's proposal shall be their best and final offer although deviations may be addressed and Vendor's TIPS Pricing may be updated as provided for herein.
17. **LIMITATION OF LIABILITY – Waiver.** BY SUBMITTING A PROPOSAL, OFFERER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH THE INTERLOCAL PURCHASING SYSTEM REGION 8 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, ITS TRUSTEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF AN AGREEMENT, IF ANY. NEITHER REGION 8 ESC NOR TIPS SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY PROPOSERS OR THE SELECTED CONTRACTOR IN CONNECTION WITH RESPONDING TO THE SOLICITATION, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF AN AGREEMENT, OR ANY OTHER EXPENSES INCURRED BY A PROPOSER. THE PROPOSER OR SELECTED CONTRACTOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 8 ESC OR TIPS.

## TIPS VENDOR AGREEMENT

### TIPS RFP 240901 Transportation Vehicles

The following Vendor Agreement (“Agreement”) creates a legal agreement between The Interlocal Purchasing System (“TIPS”), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

# Phil Long Ford of Denver, LLC

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, “Vendor”) (individually, “Party”, and collectively the “Parties”) and this agreement shall exclusively govern the contractual relationship (“Agreement”) between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer’s jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS (“TIPS Members”) may elect to “piggyback” off of TIPS’ procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.
2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.
3. **Definitions.**
  - a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.
  - b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.
4. **Entire Agreement.** This Agreement resulted from TIPS posting a “TIPS Solicitation” (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor’s entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor’s proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.
5. **Vendor’s Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor’s specific “Sale Terms” (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

- 6. Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.
- 7. Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.
- 8. TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.
- 9. Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.
- 10. Reporting TIPS Sales.** Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com) with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at [accounting@tips-usa.com](mailto:accounting@tips-usa.com).
- 11. TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

- 12. Term of the Agreement.** This Agreement with TIPS is for approximately three years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

**Actual Effective Date:** Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

**Term Calculation Start Date:** To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

**Example of Term Calculation Start Date:** If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

**Contract Expiration Date:** To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be three-years from the Term Calculation Start Date.

**Example of Contract Expiration Date:** If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "three-year" term, (which is subject to an extension(s)) will be May 31, 2026 in this example.

**Option(s) for Renewal:** Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

**Example of Option(s) for Renewal:** In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2026, then the one-year renewal is effective from May 31, 2026 to May 31, 2027.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

- 13. TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

- 14. Indemnification of TIPS.** VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN

WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.
16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.
17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.
18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General

within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

- 19. Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.
- 20. Circumvention of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.
- 21. State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.
- 22. Termination.**
- A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.
  - B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
  - C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
  - D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This

termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

- E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

- 23. Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.
- 24. Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.
- 25. Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.
- 26. Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.
- 27. Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.
- 28. Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.
- 29. Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.
- 30. Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses,

remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

- 31. Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability: \$1,000,000 each Occurrence/Aggregate

Automobile Liability: \$300,000 Includes owned, hired & non-owned

Workers' Compensation: Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.

Umbrella Liability: \$1,000,000 each Occurrence/Aggregate

- 32. Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.
- 33. Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.
- 34. Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.
- 35. Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.
- 36. Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.
- 37. Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.
- 38. Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

- 39. Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.
- 40. Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.
- 41. Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.
- 42. Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.
- 43. Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

**Cleanup:** When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Preparation:** Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered Sex Offender Restrictions:** For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Safety Measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

**Smoking:** Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

- 44. Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.
- 45. Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to [tips@tips-usa.com](mailto:tips@tips-usa.com). For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at [marketing@tips-usa.com](mailto:marketing@tips-usa.com), before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

46. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.
47. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.
48. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.
49. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.
50. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.
51. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.



Rhett M. Butler  
National Fleet Sales Manager  
Phil Long Ford Of Denver, LLC

10/18/2024

**TIPS VENDOR AGREEMENT SIGNATURE FORM**

**TIPS 240901 Transportation Vehicles**

Vendor Name: Phil Long Ford of Denver, LLC

Vendor Address: 7887 W Tufts Ave

City: Littleton State: CO Zip Code: 80123

Vendor Authorized Signatory Name: Rhett M. Butler

Vendor Authorized Signatory Title: National Fleet Sales Manager

Vendor Authorized Signatory Phone: 505-514-3552

Vendor Authorized Signatory Email: rbutler@phillong.com

Vendor Authorized Signature: Rhett M Butler Digitally signed by Rhett M Butler  
Date: 2024.10.18 08:33:36 -06'00' Date: 10/18/2024

*(The following is for TIPS completion only)*

TIPS Authorized Signatory Name: Dr. Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 12/09/2024



240901

## Phil Long Ford of Denver Supplier Response

### Event Information

Number: 240901  
Title: Transportation Vehicles  
Type: Request for Proposal  
Issue Date: 9/5/2024  
Deadline: 10/18/2024 03:00 PM (CT)  
Notes:

**This bid is seeking the sale of *vehicles only*. Do not propose vehicle parts, services, or leasing herein. Please see the currently posted TIPS 240902 Transportation Vehicle Parts and Services to propose the sale of vehicle parts and services.**

This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

**IF YOU CURRENTLY HOLD TIPS CONTRACT 210907 Automobiles ("210907") or 220304 Transportation Vehicles ("220304") , YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR VEHICLE SALES. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT(S) 210907 AND/OR 220304.**

---

**IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 210907 AND/OR 220304 WHICH  
COVERS ALL OF YOUR VEHICLE SALES AND YOU ARE SATISFIED WITH IT, THERE IS NO  
NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH  
CONTRACTS.**

## Contact Information

Address: Region 8 Education Service Center  
4845 US Highway 271 North  
Pittsburg, TX 75686  
Phone: +1 (866) 839-8477  
Email: bids@tips-usa.com

## Phil Long Ford of Denver Information

Contact: Benny Diaz  
Address: 7887 W Tuffs Ave.  
Denver, CO 80123  
Phone: (844) 250-4168  
Toll Free: (888) 284-9077  
Email: bdiazjr@phillong.com  
Web Address: phillongdenver.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Rhett Butler

*Signature*

*Submitted at 10/18/2024 01:05:18 PM (CT)*

rbutler@phillong.com

*Email*

## Supplier Note

Benny Diaz no longer works for our company. Please use my information. Rhett Butler

## Requested Attachments

### Vendor Agreement

240901 Vendor Agreement.pdf

The Vendor Agreement must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

### Vendor Agreement Signature Form

240901 Vendor Agreement  
Signature Form.pdf

The Vendor Agreement Signature Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

### Pricing Form 1

Copy of 240901 Pricing Form  
1.xlsx

Pricing Form 1 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

### Pricing Form 2

Copy of 240901 Pricing Form  
2.xlsx

Pricing Form 2 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

### Required Confidentiality Claim Form

240901 Required Confidentiality  
Claim Form.pdf

The Required Confidentiality Claim Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

### **(3) Required Customer Reference Letters**

Dona Ana Reference Letter.pdf

Vendor is required to upload three Customer Reference Letters from three separate customers as described herein. Vendor will be scored on the aggregate Reference Letters received from customers as described in the solicitation. Vendor must provide three current letters (issued within the 12-months preceding the date on which the solicitation was posted) from its customers verifying Vendor's customer service and reputation as described herein. (Ex. if the solicitation/bid posted on February 4, 2024, the letters must be dated on or after February 1, 2023). The letters must be issued from customers who have received goods or services from the Vendor or its current corporate officials, on entity/company letterhead, must specify its customer experience with Vendor, and must be signed by an authorized representative of the customer. TIPS Reference Forms from past bids will no longer be accepted.

### **Current Form W-9**

W9 Denver 2024.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

### **Certificates & Licenses (Supplemental Vendor Information Only)**

No response

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

### **Alternate or Supplemental Pricing Documents**

No response

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

### **Vendor Logo (Supplemental Vendor Information Only)**

No response

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

### **Supplemental Vendor Information (Supplemental Vendor Information Only)**

No response

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

### **Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)**

No response

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

### **Disclosure of Lobbying Activities - Standard Form - LLL**

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

### **Conflict of Interest Questionnaire - Form CIQ**

No response

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

## Response Attachments

### Prescott Reference Letter for Phil Long Ford of Denver.pdf

Reference Letter # 2

### Odessa Reference.pdf

City of Odessa Reference Letter

## Bid Attributes

### 1 Disadvantaged/Minority/Women Business & Federal HUBZone

Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

NO

### 2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

### 3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

Yes - All 50 States

### 4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

No response

### 5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

Phil Long Ford of Denver provides Fleet Vehicles to Government agencies.

### 6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Rhett Butler

7	<p><b>Primary Contact Title</b></p> <p>Primary Contact Title</p> <input data-bbox="97 151 1573 201" type="text" value="National Fleet Sales Manager"/>
8	<p><b>Primary Contact Email</b></p> <p>Please enter a valid email address that will definitely reach the Primary Contact.</p> <input data-bbox="97 308 1573 367" type="text" value="rbutler@phillong.com"/>
9	<p><b>Primary Contact Phone</b></p> <p>Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).</p> <p>Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.</p> <input data-bbox="97 602 305 653" type="text" value="5055143551"/>
10	<p><b>Primary Contact Fax</b></p> <p>Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).</p> <input data-bbox="97 791 305 842" type="text" value="No response"/>
11	<p><b>Primary Contact Mobile</b></p> <p>Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).</p> <input data-bbox="97 980 305 1031" type="text" value="5055143552"/>
12	<p><b>Secondary Contact Name</b></p> <p>Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.</p> <input data-bbox="97 1178 1573 1220" type="text" value="Eric Roberg"/>
13	<p><b>Secondary Contact Title</b></p> <p>Secondary Contact Title</p> <input data-bbox="97 1337 1573 1388" type="text" value="Fleet Director"/>
14	<p><b>Secondary Contact Email</b></p> <p>Please enter a valid email address that will definitely reach the Secondary Contact.</p> <input data-bbox="97 1505 1573 1556" type="text" value="eroberg@phillong.com"/>
15	<p><b>Secondary Contact Phone</b></p> <p>Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).</p> <p>Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.</p> <input data-bbox="97 1787 305 1837" type="text" value="7203522854"/>

<b>1 6</b>	<b>Secondary Contact Fax</b> Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="No response"/>
----------------	---

<b>1 7</b>	<b>Secondary Contact Mobile</b> Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="No response"/>
----------------	--

<b>1 8</b>	<b>Administration Fee Contact Name</b> Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract. <input type="text" value="Marilyn Rumsey"/>
----------------	--

<b>1 9</b>	<b>Administration Fee Contact Email</b> Please enter a valid email address that will definitely reach the Administration Fee Contact. <input type="text" value="mrumsey@phillong.com"/>
----------------	---

<b>2 0</b>	<b>Administration Fee Contact Phone</b> Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="3039335762"/>
----------------	---

<b>2 1</b>	<b>Purchase Order and Sales Contact Name</b> Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract. <input type="text" value="Rhett Butler"/>
----------------	---

<b>2 2</b>	<b>Purchase Order and Sales Contact Email</b> Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact. <input type="text" value="rbutler@phillong.com"/>
----------------	---

<b>2 3</b>	<b>Purchase Order and Sales Contact Phone</b> Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="5055143552"/>
----------------	---

<b>2 4</b>	<b>Company Website</b> Company Website (Format - www.company.com) <input type="text" value="No response"/>
----------------	--

2  
5

**Entity D/B/A's and Assumed Names**

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

Phil Long Ford of Denver. LLC

2  
6

**Primary Address**

Primary Address

7887 W Tufts Ave

2  
7

**Primary Address City**

Primary Address City

Littleton

2  
8

**Primary Address State**

Primary Address State (2 Digit Abbreviation)

CO

2  
9

**Primary Address Zip**

Primary Address Zip

80123

3  
0

**Search Words Identifying Vendor**

Please list all search words and phrases to be included in the TIPS database related to your entity. **Do not** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

Vehicles, Trucks, Cars, SUVs, Vans, Electric Vehicles, Hybrid Vehicles

3  
1

**Certification of Vendor Residency (Required by the State of Texas)**

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; **or** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

No

3  
2

**Vendor's Principal Place of Business (City)**

In what city is Vendor's principal place of business located?

Littleton

3  
3

**Vendor's Principal Place of Business (State)**

In what state is Vendor's principal place of business located?

Colorado

**3 Vendor's Years in Business**

4 How many years has the business submitting this proposal been operating in its current capacity and field of work?

**3 Certification Regarding Entire TIPS Agreement**

5 Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

**3 Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)**

**Please read thoroughly and carefully as an error on your response can render your contract award unusable.**

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

***What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.***

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

**Example:** In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is \$100 and for "Tablet Set-Up Service" is \$100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$90, "Tablet Set-Up Service" - \$90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for \$200 and have increased the price of "Tablet A" to \$110 and the price of "Tablet Set-Up Service" to \$110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$99, "Tablet Set-Up Service" - \$99, and "Tablet B" - \$180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

***What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?***

**37 Honoring Vendor's Minimum Percentage Discount**

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

**38 Volume and Additional Discounts**

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

**39 "Catalog Pricing" and Pricing Requirements**

**This is a requirement of the TIPS Contract and is non-negotiable.**

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for review by TIPS or a customer during the purchase process;
- C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

**4 0 EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

Yes, Vendor agrees

**4 1 TIPS Sales Reporting Requirements**

**This is a requirement of the TIPS Contract and is non-negotiable.**

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

**4 2 TIPS Administration Fee Requirement and Acknowledgment**

**This is a requirement of the TIPS Contract and is non-negotiable.**

The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.

By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.

**4** **TIPS Member Access to Vendor Proposal & Documentation**

**3** **This is a requirement of the TIPS Contract and is non-negotiable.**

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

**4** **Non-Collusive Bidding Certificate**

**4** **This is a requirement of the TIPS Contract and is non-negotiable.**

By submission of this proposal, the Vendor certifies that:

- 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor;
- 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and
- 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

**4** **Antitrust Certification Statements (Tex. Government Code § 2155.005)**

**5** **This is a requirement of the TIPS Contract and is non-negotiable.**

By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;
- (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law;
- (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**4** **Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272**

**6** **This is a requirement of the TIPS Contract and is non-negotiable.**

Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work.

By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

4  
7

**Required Confidentiality Claim Form**

**This is a requirement of the TIPS Contract and is non-negotiable.**

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.

If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

4  
8

**Non-Discrimination Statement and Certification**

**This is a requirement of the TIPS Contract and is non-negotiable.**

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

Yes, I certify

4  
9

**Limitation of Vendor Indemnification and Similar Clauses**

**This is a requirement of the TIPS Contract and is non-negotiable.**

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

Yes, I Agree

50

**Alternative Dispute Resolution Limitations**

**This is a requirement of the TIPS Contract and is non-negotiable.**

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

51

**No Waiver of TIPS Immunity**

**This is a requirement of the TIPS Contract and is non-negotiable.**

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

Yes, Vendor agrees

52

**Payment Terms and Funding Out Clause**

**This is a requirement of the TIPS Contract and is non-negotiable.**

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

Yes, Vendor agrees

53

**Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)**

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

5  
4

**Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

Yes, Vendor certifies

5  
5

**Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)**

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

Yes, Vendor certifies

**5 Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.”

“Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.”

When applicable, does Vendor certify?

Yes, Vendor certifies

**5 Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)**

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.”

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

Yes, Vendor certifies

5  
8

**Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes, Vendor certifies

5  
9

**Felony Conviction Notice - Texas Education Code 44.034**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Subsection (c) states, "This section does not apply to a publicly held corporation."

Vendor certifies one of the following:

- A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;
- B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;
- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

**60 Felony Conviction Notice - Texas Education Code 44.034 - Continued**

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)
2. The Felon(s) title/role in Vendor's entity, and
3. Details of Felon(s) Conviction(s).

No response

**61 Conflict of Interest Questionnaire Requirement**

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

- (1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of our local governmental entity.
- (4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes, Vendor certifies - VENDOR HAS NO CONFLICT

**62 Conflict of Interest Questionnaire Requirement - Form CIQ - Continued**

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Not Applicable

**63 Upload of Current W-9 Required**

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

**64 Regulatory Good Standing Certification**

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes, Vendor certifies

**6**  
**5** **Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

*No response*

**6**  
**6** **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**  
**Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. 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 when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it 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.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

**6** **Suspension or Debarment Certification**

**7**

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes, Vendor certifies

**6** **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

**8**

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

**DEFINITIONS**

**Covered employees:** Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

**Disqualifying criminal history:** Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

**Vendor certifies:**

**NONE (Section A):** None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

**OR**

**SOME (Section B):** Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

Yes, I certify - NONE (Section A)

**6** **Certification Regarding "Choice of Law" Terms with TIPS Members**

9 Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7** **Certification Regarding "Venue" Terms with TIPS Members**

0 Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7** **Certification Regarding "Automatic Renewal" Terms with TIPS Members**

1 Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7  
2 Certification Regarding "Indemnity" Terms with TIPS Members**

Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7  
3 Certification Regarding "Arbitration" Terms with TIPS Members**

Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may **not** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7  
4 2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION**

TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as "EDGAR"), Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.

Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.**

If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications. Specifically, if Vendor utilizes the Cost-Plus Markup method anywhere in its proposal, Vendor cannot and will not be listed as federally compliant for TIPS purposes unless Vendor also certifies "Yes" in response to the Attribute entitled, "2 CFR Part 200 - Prohibition of Cost- Plus."

**7 5 2 CFR Part 200 or Federal Provision - Prohibition of Cost Plus**

Contracts paid with federal funds which exceed the simplified acquisition threshold currently set at \$250,000 (2 CFR 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, may not utilize a cost plus percentage of cost and percentage of cost method of contract pricing. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members for a TIPS Sale resulting from this procurement process which exceeds the simplified acquisition threshold, Vendor shall not utilize a cost plus a percentage of cost and percentage of cost method of contract pricing for that expenditure. If Vendor fails to certify and proposes a Cost Plus Markup Method of pricing anywhere in their proposal, Vendor will **not** be listed as federally/EDGAR compliant for TIPS purposes.

Does Vendor certify?

**7 6 2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds**

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) **Accepting such funds often requires additional required certifications and responsibilities for Vendor.** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

**7 7 2 CFR Part 200 or Federal Provision - Contracts**

Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR § 200.320), 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.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

**7 8 2 CFR Part 200 or Federal Provision - Termination**

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

**7** **2 CFR Part 200 or Federal Provision - Clean Air Act**

**9** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

Yes, Vendor agrees

**8** **2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment**

**0** 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.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Does Vendor agree?

Yes, Vendor agrees

**8 1 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

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

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

Yes, Vendor certifies - NO Reportable Lobbying

**8 2 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

**8 3 2 CFR Part 200 or Federal Provision - Federal Rule**

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)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in 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).

Does vendor certify compliance?

Yes, Vendor certifies

**8** **2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials**

**4** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with these provisions?

Yes, Vendor certifies

**8** **2 CFR Part 200 or Federal Provision - Rights to Inventions**

**5** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor certify?

Yes, Vendor certifies

**8  
6** **2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions**

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

**8  
7** **2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications**

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

**8 2 CFR Part 200 or Federal Provision - Contract Cost & Price**

For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes, Vendor certifies

**8 2 CFR Part 200 or Federal Provision - 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."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes, Vendor certifies

**9 2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance**

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes, Vendor certifies

9  
1

**2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards**

Where applicable, all contracts awarded by ESC 8 and TIPS Members 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. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes, Vendor certifies

9  
2

**2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records**

**If and when** Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

9  
3

**2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act**

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes, Vendor certifies

**94** **2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy**

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply.

Does Vendor certify?

**95** **2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations**

For contracts resulting from this procurement, in excess of \$100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor certify?

**96** **2 CFR Part 200 or Federal Provision - Record Retention Requirements**

For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

Does Vendor certify?

**97** **2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question.

9  
8

**2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

**Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.**

Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

Does Vendor certify?

9  
9

**ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY**

By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

**From:** [Justin Hill](#)  
**To:** [Rhett M. Butler](#)  
**Cc:** [Herman D. Sanchez](#)  
**Subject:** Reference Letter for Phil Long Ford of Denver  
**Date:** Friday, October 18, 2024 9:31:44 AM  
**Attachments:** [image001.png](#)

---

**This Message Is From an External Sender**

This message came from outside your organization.

October, 18, 2024

RE: Reference Letter for Phil Long Ford of Denver

To whom it may concern,

Please accept this reference for PHIL LONG FOR OF DENVER, LLC, which provided goods or services to the City of Prescott. Phil Long has provided multiple automotive vehicles in 2023 and 2024. We understand that they have submitted a proposal to Education Service Center Region 8 and the TIPS Cooperative.

The Phil Long dealership performed satisfactorily, and we will do business with them again. As a vendor-customer, we recommend the vendor to TIPS public entities and non-profit members.

Thank you,

**Justin Hill**

Fleet Manager



432 N Virginia Street | Prescott, AZ 86301

Ph: 928-777.1421 | Fax: 928-771.0645

[justin.hill@prescott-az.gov](mailto:justin.hill@prescott-az.gov)

October 18, 2024

City of Odessa  
801 Pool Rd  
Odessa, TX 79761

RE: Reference Letter for Phil Long Ford of Denver

To whom it may concern,

Please accept this reference for PHIL LONG FOR OF DENVER, LLC who provided goods or services to our entity. The vendor provided multiple automotive vehicles in 2024. We understand that they have submitted a proposal to Education Service Center Region 8 and the TIPS Cooperative.

This entity is a customer of above-named Vendor. They have performed satisfactorily, and we would do business with them again. As a customer of the vendor, we would highly recommend the Vendor to TIPS public entity and non-profit members.

Thank you,



Virginia Gavaldon  
Fleet Asset Coordinator



# Doña Ana County

---

October, 18, 2024

Dona Ana County  
2033 E. Griggs  
Las Cruces, NM 88001

RE: Reference Letter for Phil Long Ford of Denver

To whom it may concern,

Please accept this reference for PHIL LONG FOR OF DENVER, LLC who provided goods or services to our entity. The vendor provided multiple automotive vehicles in 2024. We understand that they have submitted a proposal to Education Service Center Region 8 and the TIPS Cooperative.

This entity is a customer of above-named Vendor. They have performed satisfactorily and we would do business with them again. As a customer of the Vendor we would highly recommend the Vendor to TIPS public entity and non-profit members.

Thank you,

Gabriel Silva  
Fleet Manger

**REQUIRED CONFIDENTIALITY CLAIM FORM**

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: Phil Long Ford of Denver, LLC  
Vendor Authorized Signatory Name: Rhett M. Butler  
Vendor Authorized Signatory Title: National Fleet Sales Manager  
Vendor Authorized Signatory Email: rbutler@phillong.com  
Vendor Address: 7887 W Tufts Ave  
City: Littleton State: CO Zip Code: 80123

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor’s proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor’s contact information, Vendor’s brochures and commercial information, Vendor’s financial information, Vendor’s certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, “Vendor Data”) to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor’s submission of a proposal constitutes Vendor’s consent to the disclosure and release of Vendor’s Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor’s proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute **Option 1 only** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the “Response Attachments” section of the eBid System entitled “Required Confidentiality Claim Form.” Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)

**OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS**

(Confirm each bullet point and sign below)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor’s authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

**OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS**

(Confirm each bullet point and sign below)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor’s authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: Rhett M Butler Digitally signed by Rhett M Butler  
Date: 2024.10.18 11:05:18 -06'00'

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Stacy Saltzburg, City Clerk  
**Date:** 02/13/2025  
**Meeting Date:** 02/18/2025



---

**TITLE:**

**Ratification and Approval for Use of Council Initiative Fund:** for use of the Council Initiative Fund to support the Flagstaff Big Read 2025 in the amount of \$1,400, the CocoNuts Robotics Team in the amount of \$2,500, and the Downtown Movies on the Square in the amount of \$3,000.

**STAFF RECOMMENDED ACTION:**

1. Ratify the use of the Council Initiative Fund for the following:
  - o Flagstaff Big Read - \$1,400
  - o CocoNuts Robotics Team - \$2,500
  - o Downtown Movies on the Square - \$3,000

**Executive Summary:**

Council provided direction at the January 28, 2025 meeting to use the Council Initiative Fund to support the Flagstaff Big Read 2025 in the amount of \$1,400, the CocoNuts Robotics Team in the amount of \$2,500, and the Downtown Movies on the Square in the amount of \$3,000. The use of the fund requires a formal action of Council so staff is seeking a formal ratification of the direction given at the January 28, 2025 meeting.

**Financial Impact:**

Cost: Up to \$14,500  
Account Number Budgeted: 001-09-401-1300-1-4290  
FY24 Budgeted Amount: \$25,000.00  
Funding Source: General Fund

Amount currently available for use is \$14,500.

**Policy Impact:**

None

**Previous Council Decision or Community Discussion:**

On January 28, 2025, Council provided direction to staff to use the Council Initiative Fund to support the Flagstaff Big Read 2025, the CocoNuts Robotics Team, and Downtown Movies on the Square.

**Options and Alternatives to Recommended Action:**

None

**Background and History:**

The Council Initiatives Fund was established and included in the 2020-21 Budget. The formation of this particular fund was not driven by any singular request or need, but rather as a proactive measure to enable our City Council to approve unforeseen expenditures, from time to time, that would be of benefit to the Flagstaff community. The fund is limited in amount (\$25K annual appropriation) and it does not rollover or

accumulate. It is an annual appropriation.

There are numerous instances throughout the course of the fiscal year where Council may want to approve miscellaneous expenditures, for the benefit of our community, that simply do not fall neatly within a specific budget appropriation. This fund is intended to allow Council some discretion to approve such expenditures. There is no established process for doing so, other than majority support. We of course always need to stay within our legal parameters and our City Attorney can advise accordingly. Similarly, such matters should be identified on the Council meeting agenda, as an action item.

**Connection to PBB Priorities and Objectives:**

The Council Initiative fund is intended to support all Council goals, objectives and priorities.

**Connection to Regional Plan:**

None

**Connection to Carbon Neutrality Plan:**

None

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

None

---

**Attachments:**

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Neil Chapman, Forest Health Supervisor  
**Co-Submitter:** Dylan Guffey  
**Date:** 02/13/2025  
**Meeting Date:** 02/18/2025



**TITLE:**

**Consideration and Approval of a Contract:** Purchase of Materials/Services with Summitt Forests, Inc. in an amount not to exceed \$217,042 for thinning on US Forest Service Road 535 as part of Supplemental Project Agreement 22-PA-11030400-043 between the US Forest Service - Coconino National Forest and the City of Flagstaff.

**STAFF RECOMMENDED ACTION:**

1. Approve the Contract for Purchase of Materials/Services with Summitt Forests, Inc. in an amount not to exceed \$217,042 for thinning on US Forest Service Road 535 as part of an agreement between the US Forest Service - Coconino National Forest and the City of Flagstaff; and
2. Authorize the City Manager to execute the necessary documents.

**Executive Summary:**

This Contract for Purchase of Materials/Services provides for tree cutting and slash treatment on National Forest System lands on the Flagstaff Ranger District of the Coconino National Forest to treat Potential Operational Delineations (POD) boundaries along forest road 535 southwest of the City of Flagstaff. This project meets wildlife habitat improvement, ecosystem restoration, and fuels reduction objectives, as described in the Four Forest Restoration Initiative (4FRI) Project Environmental Impact Statement (EIS). Summitt Forests, Inc. will cut Ponderosa Pine and other conifer species according to diameter and spacing guidelines in the prescription, which will be provided prior to the start of work by City staff. Slash treatment will generally consist of hand-piling, though some larger tree boles may be moved to roads to facilitate public firewood gathering. High concentrations of existing dead/down logs will also be piled.

**Financial Impact:**

Project Name: Potential Operational Boundary Thinning

Cost: \$217,042

Account Number Budgeted: 070-03-052-6395-2

FY2024-25 Project Budget: \$365,400 plus city staff match

Grant Funded: \$379,670.00

Funding Source: USFS funds: \$388,991.90; Wildland Fire Management budget staff match: \$38,254.59 (or 10% of total costs if that is less than \$38K).

**Policy Impact:**

No impact on policy

**Previous Council Decision or Community Discussion:**

- The Master Participating Agreement (22-PA-11030400-043) between the City of Flagstaff and the US Forest Service that allows for Supplemental Project Agreement's to be developed was approved by Council in May 2022.

- The Supplemental Project Agreement (23-PA-11030400-218) between the City of Flagstaff and the US Forest Service that allows for this specific PODS work was approved by Council in September 2023.

### **Options and Alternatives to Recommended Action:**

1. Approve the Contract for Purchase of Materials/Services to allow wildfire risk reduction activities will begin on schedule; or
2. Do not approve the contract and wildfire risk reduction activities will be significantly delayed as the procurement process will need to be re-initiated.

### **Background and History:**

Severe and destructive wildfires are an annual and ever-present threat to our forests and the community. Areas that have undergone science-based fuel reduction treatments, as proposed by this contract, are healthier, more fire adapted, and enhance public safety and infrastructure protection.

The Purchasing section posted an IFB solicitation for construction on September 4, 2024, on the PlanetBids.com website. There were four (4) bids received on the opening date of September 27, 2024. After reviewing all bids received, staff determined that Summitt Forests, Inc. as the lowest responsive and responsible bidder.

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

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

High Performing Governance: Implement innovative local government programs

Safe and Healthy Community: Ensure built environment is safe through the use of consistent standards, rules and regulations, & land use practices

Environmental Stewardship: Promote, protect & enhance a healthy, sustainable environment & its natural resources

Environmental Stewardship: Strengthen Flagstaff's resilience to climate change impacts on built, natural, economic, health, & social systems

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

#### **Regional Plan**

Environmental Planning & Conservation -- Vision for the Future: In 2013, the long-term health and viability of our natural resource environment is maintained through strategic planning for resource conservation and protection.

Policy E&C.3.3 -- Invest in forest health and watershed protection measures.

Policy E&C.6.1 -- Encourage public awareness that the region's ponderosa pine forest is a fire-dependent ecosystem and strive to restore more natural and sustainable forest composition, structure, and processes.

Policy E&C.6.3 -- Promote protection, conservation, and ecological restoration of the region's diverse ecosystem type and associated animals.

Policy E&C.6.6 -- Support collaborative efforts for forest health initiatives or practices, such as the Four Forest Restoration Initiative (4FRI), to support healthy forests and protect our water system.

Policy E&C.10.2 -- Protect, conserve, and when possible, enhance and restore wildlife habitat on public land.

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

#### **Carbon Neutrality Plan**

CR-1: Ensure all mitigation actions improve Flagstaff's ability to adapt to the future.

CR-2: Strengthen existing community systems to create resilience to both short-term shocks and long-term change.

Consolidating carbon stocks in fewer, larger trees reduces the risk of carbon loss from fire. The pre-suppression forest structure provides the best target for maintaining sustainable carbon stocks and ecological function. Implementing prescribed fire after mechanical thinning treatments supports the maintenance of the restored natural tree structure and pattern.

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

This contract supports the Housing Plan as this wildfire risk reduction activity is part of a strategy related to insurance and affordability costs.

**Connection to Division Specific Plan:**

This contract is aligned with the FFD 2023-2024 Strategic Plan service level goal: Reduce risks through Prevention & WFM efforts.

---

**Attachments:**    Materials/Services Contract and Exhibits

## CONTRACT FOR PURCHASE OF MATERIALS/SERVICES

Contract No. 2025-02

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 Summitt Forests, Inc, an Oregon S 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:

### TREE CUTTING AND SLASH TREATMENT

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

2. Compensation: The City will pay Contractor for satisfactory performance of the Contract in an amount not to exceed **two hundred seventeen thousand forty-two dollars and zero cents (\$217,042.00)**, including fees and taxes identified in the Scope of Work, made in accordance with the price list and terms set forth in this 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 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. Special Terms and Conditions (Forest Thinning): The City of Flagstaff Special 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 by Exhibit A.
4. Industrial Fire Plan Guidelines: The Southwest Interagency Fire Restriction and Closure Master Operating Plan, Industrial Fire Plan Guidelines for Authorized Users, attached hereto as Exhibit C, are incorporated by reference and shall apply to performance of this Contract.
5. Insurance: Contractor shall meet insurance requirements of the City, attached hereto as Exhibit D, are incorporated by reference and shall apply to performance of this Contract.
6. Grant Funding: This Project is funded in part by the U.S. Department of Agriculture, Forest Services, Coconino National Forest, Grant Agreement No. 23-PA-11030400-218. The Grant Terms and Conditions attached hereto as Exhibit E are incorporated by reference and shall apply to performance of this Contract.
7. Contract Term:
  - 7.1 The Contract term is for a period of three (3) years unless terminated pursuant to the requirements of the Contract.
  - 7.2 The Contract may be terminated by the City in whole or part 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.

7.3 The Contract will be effective as of the date signed by both parties.

7.4 Performance shall commence within 10 days from the City's issuance of the Notice to Proceed.

8. 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.

9. Notice: Formal notice required under the Contract shall be sent by certified mail and email:

To the City:

Neil Chapman  
Forest Health Supervisor  
City of Flagstaff  
211 W. Aspen Ave.  
Flagstaff, AZ 86001  
[neil.chapman@flagstaffaz.gov](mailto:neil.chapman@flagstaffaz.gov)  
Phone: (928) 606-9840

To Contractor:

Scott Nelson  
President  
Summitt Forests, Inc  
2305 Asland ST, Ste C PMB 432  
Asland, Oregon 97520  
[summitforedts@gmail.com](mailto:summitforedts@gmail.com)  
Phone: 541-535-8920

With a copy to:

Stacey Brechler-Knaggs  
Grants, Contracts, & Emergency  
Management Director  
City of Flagstaff  
211 W. Aspen Ave.  
Flagstaff, AZ 86001  
[sknaggs@flagstaffaz.gov](mailto:sknaggs@flagstaffaz.gov)

With a copy to:

Emily Markel  
Procurement Manager  
City of Flagstaff  
211 W. Aspen Ave.  
Flagstaff, AZ 86001  
[emarkel@flagstaffaz.gov](mailto:emarkel@flagstaffaz.gov)

**(REMAINDER OF PAGE INTENTIONALLY BLANK)**

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.

SUMMITT FORESTS, INC:

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**  
**Scope of Work & Bid Schedule**

**Detailed Prescription**

**Potential Operational Delineations (POD)**

**Unit: FR 535/536 PODS Unit 1**  
**Acres: Up to 109**

**Unit: FR 535/536 PODS Unit 2**  
**Acres: Up to 150**

**Timing Restrictions:** None for initial area W of FR 9018H.

**Fire Restrictions:** See attached Industrial Fire Plan Guidelines for Authorized Users

**Boundary Unit 1:**

- Boundary is a 300 foot buffer South side of FR 536 (excluding state land) within areas that were analyzed for mechanical treatment (see attached map). Boundary is not painted/flagged on ground.
- Coordinates provided are in Degree Decimal Minutes and are the starting and ending points along FR 536.
- Western Boundary 111°50.533'N 35°4.500'W
- Eastern Boundary 111° 47.937'W 35° 3.508'N

**Boundary Unit 2:**

- Boundary is a 300 foot buffer South side of FR 535/536 (excluding state land) within areas that were analyzed for mechanical treatment (see attached map). Boundary is not painted/flagged on ground. Two small heritage sites within the project boundary are painted white (thinning will occur within heritage sites, with slash dragged out and piled).
- Coordinates provided are in Degree Decimal Minutes and are the starting and ending points along FR 535/536.
- Western Boundary 111° 47.936'W 35° 3.507'N
- Eastern Boundary 111° 45.451'W 35° 2.661'N

**Prepared by: Dylan Guffey**

**Date:** 02/22/2024

**Tree Cutting**

- Fall live and dead ponderosa pine <9" dbh.
- Cut stumps as low as possible (maximum allowable height is 6") and ensure cut surface is flat (<30° angle)
- Do not cut Gambel oak or juniper.

**Slash Treatment**

- Hand pile or masticate all activity slash (including boles).

### **Hand pile specs:**

- Minimum pile size shall be 7' high and 7' in diameter. Piles shall be built and compacted by distributing limbs, tops, boles <5" diameter at the large end, and other slash so there are very few air spaces. Smaller material shall generally be concentrated towards the bottom and center of the pile. Boles >5" diameter at the large end shall be placed towards the top of the pile or leaning tightly against the edge of the pile (gumdrop-shaped), with <6" of air space between the bottom of each bole and the general contour of the pile. Material leaning against the pile shall be >4' long. No piece of material shall protrude more than 2' beyond the general contour of the pile. Ensure a 2' log and slash-free buffer around the base of each pile (cutting and removing material as needed to clear space for each pile). See example photo in Figure 1.
- Piles shall be located outside the dripline of standing live trees where possible and in openings where available. No portion of a pile shall be constructed within 25' of live ponderosa >24" dbh, ponderosa snags >18" dbh, or live or dead Gambel oak >10" dbh. No portion of a pile shall be constructed within 20' of a road/ or within 15' of any other improvement (fences, signs, land survey monuments).
- All activity slash shall be pulled out of heritage sites and piled.
- Activity slash that would need to be dragged more than 150 feet to make a pile meeting minimum pile specs may be lopped and scattered to <2 feet in height.

### **Mastication specs:**

- In areas to be masticated, chip depth shall never exceed 4", and shall be less than 2" across at least 95% of the project area. Individual chip piece size shall not exceed 2" diameter or 4 feet in length. Minimize damage to Gambel oak, particularly oak >10" dbh. No mastication may occur within heritage sites.

### **Definitions**

- **Activity slash** – tree tops, limbs, and boles created from current thinning work
- **DBH** - diameter at breast height (4.5 feet above the ground)







*Figure 1. Example of well-constructed hand pile meeting all specifications.*

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

Solicitation No. 2025-02  
Procurement Agent: Emily Markel  
PH: (928) 213-2276

CITY OF FLAGSTAFF  
2025-02

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:

RATES FOR EACH SCOPE ITEM


SCOPE ITEMS COST PER SCOPE ITEM

Boundary Unit 1: 109 ac x 838/ac \$ 91,342

Boundary Unit 2: 150 ac x 838/ac \$ 125,700

*Total* \$ 217,042

(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)

  
\_\_\_\_\_  
Signature of Person Authorized to Sign Bid  
Scott Nelson  
\_\_\_\_\_  
Printed Name

President  
\_\_\_\_\_  
Title  
9/27/24  
\_\_\_\_\_  
Date

**EXHIBIT B  
SPECIAL TERMS AND CONDITIONS (FOREST THINNING)**

\*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.

**PAYMENT**

7. **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.
8. **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.
9. **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.

10. **FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.
11. **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.
12. **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.
13. **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.
14. **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**

15. **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.
16. **CONTROL:** Contractor shall be responsible for the control of the work.
17. **WORK SITE:** Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.
18. **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.
19. **QUALITY:** All work shall be of good quality and free of defects, performed in a diligent and professional manner.
20. **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.
21. **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**

22. **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.
23. **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.
24. **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.
25. **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**

26. **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**

27. **PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.
28. **COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the Parties.
29. **AMENDMENTS:** The Contract may be amended by written agreement of the Parties.
30. **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.

31. **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.
32. **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.
33. **BINDING EFFECT:** The Contract shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

#### **EMPLOYEES AND SUBCONTRACTORS**

34. **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.
35. **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.
36. **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.
37. **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**

- 38. 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.
- 39. 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.
- 40. CONTRACTOR REMEDIES:** In the event of the City's default, Contractor may pursue all remedies available at law, except as provided for herein.
- 41. 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.
- 42. 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.
- 43. 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.
- 44. 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.

- 45. 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**

- 46. 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.
- 47. ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with the City without the prior written consent of the City.
- 48. 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.
- 49. 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.
- 50. GOVERNING LAW:** The Contract shall be construed in accordance with the laws of Arizona.
- 51. FORUM:** In the event of litigation relating to the Contract, any action at law or in equity shall be filed in Coconino County, Arizona.
- 52. 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.
- 53. 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.
- 54. 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.
- 55. 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.
- 56. 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.

## **INDUSTRIAL FIRE PLAN GUIDELINES**

### **For AUTHORIZED USERS**

## **PURPOSE**

The purpose of fire restrictions is to reduce the risk of human-caused fires during periods of high fire danger and/or burning conditions. The intent of these guidelines is to provide authorized users with the information they need to ensure their operations conform to the Industrial Fire Precaution Plan in the likely event that fire restrictions are implemented during critical fire season. For the purpose of these guidelines, authorized users include any permit holder, leasee, contractor, subcontractor and other user, engaged in permitted operations on National Forest Lands.

When operating on National Forest Lands, it is incumbent on the permitted user to know the current Industrial Fire Precaution Plan and to take the appropriate actions to meet the mitigation measures in these guidelines. In addition, it is also incumbent on the authorized user to inform any and all of their subordinates (contractors, subcontractors, etc...) of these precautions and to ensure that all requirements are being met.

## **GENERAL FIRE PRECAUTIONARY MEASURES**

### **COMMUNICATIONS**

Authorized users shall ensure a serviceable telephone, radio-telephone or radio communication system is available to provide prompt and reliable communications between the authorized user's operations and the Forest Service in the the event of a wildland fire ignition.

### **FIRE TOOLS**

Authorized users shall furnish and maintain, in good working order, fires tools to be used only for suppressing wildland fires. Each operation shall be provided with one firefighting tool per person to equip all personnel engaged in authorized user's operations. Approved firefighting tools may include the following: pulaski; McLeod tool; long handled shovel.

### **FIRE TOOLS ON EQUIPMENT**

Passenger carrying vehicles, including light pickup trucks and all terrain vehicles, shall be equipped with one (1) long-handled round pointed shovel and one (1) ABC dry chemical fire extinguisher not less than 2 1/2 pounds capacity. Each internal combustion fuel carrying piece of equipment (dumptruck, dozer, excavator, backhoe, etc...) shall be equipped with one long-handled round-pointed shovel, and one 5-pound capacity ABC dry chemical fire extinguisher. Shovels and fire extinguishers shall be so mounted as to be readily reached from the ground.

**INDUSTRIAL FIRE PLAN GUIDELINES**

**For  
AUTHORIZED USERS**

**SPARK ARRESTERS AND MUFFLERS**

Authorized user will ensure that each internal combustion engine shall be equipped with a spark arrester qualified and rated under USDA Forest Service Standard (Spark Arrester Guide) 5100-1a or the latest revision of Society of Automotive Engineers "medium size engine, SAE recommended practice J350" unless it is:

- (a) Equipped with a turbine-driven exhaust supercharger such as the turbocharger. There shall be no exhaust bypass.
- (b) A multi-position engine, such as on power saws purchased after 6/30/77 which must meet the performance levels set forth in the Society of Automotive Engineers "multi-positioned small engine exhaust fire ignition standard, SAE recommended practice J335B" as now or hereafter amended. Those purchased prior to the above date shall be equipped with an approved spark arrester/muffler containing a 0.023 inch mesh screen in good condition.
- (c) A passenger carrying vehicle or light truck, or medium truck up to 40,000 GVW, used on roads and equipped with a factory designed muffler and an exhaust system in good working condition.
- (d) A heavy duty truck, such as a dump truck, or other vehicle used for commercial hauling, used only on roads and equipped with a factory designed muffler and with a vertical stack exhaust system extending above the cab.

Exhaust equipment described in this Subsection, including spark arresters and mufflers, shall be properly installed and constantly maintained in serviceable condition.

**POWERED HANDTOOLS**

During periods of use, each powered handtool operator shall have readily available for use, one long-handled round-pointed shovel and one chemical-pressurized ABC dry chemical fire extinguisher of not less than 8-ounce capacity by weight. Muffler, extinguisher, and shovel shall be maintained in good working order at all times. Fueling or refueling of a powered handtool shall be done in an area which has been completely cleared of material which will carry fire.

Powered handtools shall be moved at least 10 feet from the place of fueling or refueling before starting.

**GAS AND OIL STORAGE AND SERVICE AREAS**

The location of equipment service areas and gas and oil storage areas shall be approved in writing by the permit administrator. All areas shall be cleared of brush, litter, grass or other flammable debris for a radius of 50 feet.

**INDUSTRIAL FIRE PLAN GUIDELINES**

**For  
AUTHORIZED USERS**

**BURNING OF REFUSE**

No slash or other debris, such as that resulting from clearing on right-of-way, shall be burned without the written consent of the Forest Service.

**BLASTING**

Use of fuses in blasting shall not be permitted. A long-handled round-pointed shovel and at least five gallons of water for fire fighting purposes shall be available at all times. A fire guard must remain on the blasting site for a minimum of one hour after blasting operations have concluded.

**WELDING**

An area of sufficient size but not less than a 10 foot radius shall be cleared down to mineral soil before welding operations are started. Prior to welding, authorized user shall have available a round-pointed long-handled shovel, at least 5-gallons of water, and a 5-pound fire ABC dry chemical extinguisher at each welding site. A fire guard must remain on the welding site for a minimum of one hour after welding operations have concluded.

**SPECIFIC FIRE PRECAUTIONARY MEASURES**

**EMERGENCY FIRE PRECAUTION SCHEDULE**

<b>EMERGENCY FIRE PRECAUTION SCHEDULE</b>	
<b>FIRE RESTRICTION/CLOSURE "STAGE"</b>	
<b>"STAGED" RESTRICTION LEVELS</b>	<b>INDUSTRIAL FIRE PRECAUTION PLAN</b>
<b>NO RESTRICTIONS</b>	<b>A</b>
<b>STAGE I</b>	<b>B</b>
<b>STAGE II</b>	<b>C</b>
<b>PARTIAL/FOREST CLOSURE **</b>	<b>D</b>
<b>RED FLAG WARNING</b> <b>(Issued by National Weather Service)</b>	<b>D</b>

**\*\* Partial Forest Closure:**

Project areas which are outside the boundaries of the partial forest closure may continue to operate under Industrial Fire Precaution Plan "C" operating criteria as agreed upon between the Permit Administrator and Purchaser in writing.

Project areas within the boundaries of the proclaimed partial forest closure area are to operate under Industrial Fire Precaution Plan "D".

Staged restriction levels are determined by the appropriate Forest Line Officer in consultation with the Forest Fire Management Officer and Permit Administrator. The appropriate Forest Line

## **INDUSTRIAL FIRE PLAN GUIDELINES**

### **For AUTHORIZED USERS**

Officer may adjust the predicted Industrial Fire Precaution Plan for local weather conditions within a Project Area. Changes in the predicted Industrial Fire Precaution Plan shall be agreed to in writing.

#### **INDUSTRIAL FIRE PRECAUTION PLAN – DESCRIPTION**

Authorized user will restrict operations in accordance with the attached Emergency Fire Precaution Schedule:

**A** - Normal Fire Precautions - No fire guard required except for welding and blasting operations.

**B** - Normal Fire Precautions – Authorized user will provide fire guard.

**C** - All power equipment use as well as blasting and welding operations will shut down from 9:00 am until 8:00 pm Mountain Standard Time (10:00 am to 9:00 pm MDT). Operations on mineral soil involving activities such as road excavation, watering, grading, surfacing, rock crushing, and/or other equipment maintenance may continue. Authorized user will provide fire guard.

**D** - Shutdown all operations; except operations on mineral soil involving road excavation, watering, grading, gravel surfacing, and rock crushing may continue with special Forest Service permit. Blasting and welding are prohibited. Authorized user will provide fire guard.

#### **FIRE GUARDS**

To prevent, detect, and suppress wildland fire, authorized users shall provide a fire guard at each operating area where power-driven equipment and tools have been operated during the day. The fire guards shall constantly perform their duties during operating hours and for three (3) hours after the work stops for the day, when the Fire Precaution Plan is Plan “**B**”, “**C**”, or “**D**”.

A fire guard on one operating area shall satisfy the requirements on adjacent areas if the travel time with available transportation is not in excess of ten (10) minutes to any of the other areas requiring such service and provided the fire guard patrols all areas where authorized user’s activities occurred.

Each fire guard shall be vigilant, able and prepared to actions to prevent, detect, and report any wildland fires and to promptly and efficiently take suppression action with available required firefighting equipment and personnel on any wildland fire that starts on project area. Each fire guard shall be equipped with a vehicle and a fire tool cache consisting of a cache box with a complement of fire tools maintained in serviceable condition. Approved firefighting tools may include the following: Pulaski; McLeod; long handles round pointed shovel. The fire guard will also carry at least 25 gallons of water for firefighting purposes.

#### **RED FLAG EVENTS**

A “Red Flag Event” by definition, is a combination of environmental factors that can lead to extreme wildland fire behavior. The criteria for a Red Flag Event include a combination of sustained high winds, low relative humidity, and dry fuels. The thresholds for Red Flag Events

**INDUSTRIAL FIRE PLAN GUIDELINES**

**For  
AUTHORIZED USERS**

are established by the local National Weather Service office. Red Flag Events are categorized in the following order:

- FIRE WEATHER WATCH is issued to alert the possibility of the development of conditions that would lead to a Red Flag Alert.
- RED FLAG WARNING is issued to warn of a predicted, impending or ongoing event that will meet the criteria of a Red Flag Alert within the next 24 hour period. This warning will generally precede a full alert.
- RED FLAG ALERT is the most critical stage and implemented when conditions are extreme

When a Red Flag Alert is issued by the National Weather Service, all authorized user operations will adhere to Industrial Fire Precaution Plan “D” and will shut down operations until the Red Flag Alert is rescinded.

**SOUTHWEST INTERAGENCY FIRE RESTRICTION AND CLOSURE  
MASTER OPERATING PLAN  
INDUSTRIAL FIRE PLAN GUIDELINES  
For  
AUTHORIZED USERS**

**EXHIBIT D**

**INSURANCE REQUIREMENTS**

(Non-IT Purchase June 20, 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.

**U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICES, COCONINO NATIONAL FOREST PROVISIONS**

---

(A) **TEXT MESSAGING WHILE DRIVING.** In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; orb) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and **contractors** are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

(B) **U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA.** The City shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.

---

**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) **NOT REQUIRED** - 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) **NOT REQUIRED** - 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.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Kevin Fincel, Deputy City Attorney  
**Date:** 02/11/2025  
**Meeting Date:** 02/18/2025



---

**TITLE:**

**Consideration and Approval of Settlement:** Approve the settlement of the Lorraine Crim Notice of Claim dated September 13, 2024, and amended on September 23, 2024.

**STAFF RECOMMENDED ACTION:**

1. Approve settlement of the Lorraine Crim claim pursuant to the terms discussed in executive session, and
2. Authorize and direct the City Manager and/or City Attorney to execute all documents and take other actions as are necessary to finalize the settlement.

**Executive Summary:**

This Notice of Claim stems from an automobile accident involving Lorraine Crim and a City solid waste truck on March 27, 2024, at the intersection of Aspen Avenue and North Sitgreaves Street. Mrs. Crim is alleging injuries and seeking damages as a result of the accident..

The City has reached a tentative settlement of this particular claim, subject to the approval of the City Council. The tentative settlement and legal advice related thereto were discussed with the City Council in executive session on January 21, 2025, and February 18, 2025.

**Financial Impact:**

Funding for this settlement is available through the City's self-insurance trust fund.

**Policy Impact:**

None.

**Previous Council Decision or Community Discussion:**

No.

**Options and Alternatives to Recommended Action:**

None.

**Background and History:**

N/A.

**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.

**Connection to Division Specific Plan:**  
N/A.

---

**Attachments:**

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Tiffany Antol, Zoning Code Manager  
**Date:** 02/13/2025  
**Meeting Date:** 02/18/2025



---

**TITLE:**

**Consideration and Adoption of Resolution No. 2025-02 and Ordinance No. 2025-01:** A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain document filed with the City Clerk entitled "PZ-24-00216 - Resource Protection Standards Applicability" and an Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code.

**STAFF RECOMMENDED ACTION:**

1. Adopt Resolution No. 2025-02
2. Read Ordinance No. 2025-01 by title only for the final time
3. City Clerk reads Ordinance No. 2025-01 by title only (if approved above)
4. Adopt Ordinance No. 2025-01

**Executive Summary:**

The City is requesting a modification to the Zoning Code provisions in Chapter 10-50: Supplemental to Zones, Division 10-50.90: Resource Protection Standards. Specifically, the amendment seeks to exempt all public rights-of-way, in addition to arterial roads, from the requirements outlined in Section 10-50.90.20: Applicability.

The Planning and Zoning Commission recommended that the City Council approve the proposed text amendment by a vote of 4-1.

**Financial Impact:**

There are no anticipated financial impacts affiliated with the proposed Zoning Code Text Amendment.

**Policy Impact:**

There are no anticipated policy impacts affiliated with the proposed Zoning Code Text Amendment.

**Previous Council Decision or Community Discussion:**

There has not been a previous City Council decision on this ordinance.

**Options and Alternatives to Recommended Action:**

The City Council may adopt, modify, or deny the proposed amendment.

**Background and History:**

The proposed amendment (see Attachment 1) modifies the applicability requirements for the Resource Protection Standards. These standards apply to properties within the Resource Protection Overlay (RPO), which was generally applied to vacant parcels over 5 acres in the early 1990s. While the standards have remained largely unchanged since their adoption in the 1990s, some modifications were made in the 2011 Zoning Code update. The amendment proposes to exempt all new public rights-of-way from resource

calculations for proposed developments. This change provides staff with more flexibility to work with developers in creating better road connectivity and overall design that accommodates all modes of transportation. As a result, the amendment slightly reduces the amount of resources that must be protected within a proposed development.

A Zoning Code Text Amendment shall be evaluated based on the following findings:

**A. Finding #1:**

**The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan;**

**Flagstaff Regional Plan 2030**

- Goal E&C.4. Integrate available science into policies governing the use and conservation of Flagstaff's natural resources.
- Policy E&C.4.1. Assess vulnerabilities and risks of Flagstaff's natural resources.
- Policy LU.2.3. New development should protect cultural and natural resources and established wildlife corridors, where appropriate.
- Policy LU.3.3. Protect sensitive cultural and environmental resources with appropriate land uses and buffers.
- Policy LU.5.2. Promote infill development over peripheral expansion to conserve environmental resources, spur economic investments, and reduce the cost of providing infrastructure and services.
- Policy LU.5.4. Encourage development to be clustered in appropriate locations as a means of preserving natural resources and open space, and to minimize service and utility costs, with such tools as Transfer of Development Rights (TDR).
- Policy ED.4.7. When planning for future growth, consider tribal, cultural, and natural resources in balance with community needs.

**10-Year Housing Plan**

- Create 4.5 Evaluate and amend the Resource Protection Overlay standards to ensure that the minimum densities can be met on most sites, including making the requirements for residential sites to be similar to those for commercial sites.
- Create 4.6 Evaluate Resource Protection Overlay standards in terms of consistent application across each zone and allow for greater maximum densities.

**Carbon Neutrality Plan**

- Protect existing forests, resources, and meaningful open spaces.
  - Support planning and zoning efforts that protect natural resources, including surface water resources.
  - Reduce urban encroachment into the forest, such as by promoting infill as supported in the Regional Plan.

**B. Finding #2**

**The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City;**

The amendment provisions are not anticipated to be detrimental to the public interest, health, safety, convenience, or welfare of the City. The amendment will primarily impact the development of residential subdivisions, because of the requirements to provide rights-of-ways to serve individual lots.

**C. Finding #3**

**The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.**

The amendment is internally consistent with the existing Zoning Code, following its format and aligning with its comprehensive purpose. It does not conflict with any other provisions and ensures that the Zoning Code remains clear, usable, and easily understood.



**RESOLUTION NO. 2025-02**

**A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED “PZ-24-00216 – RESOURCE PROTECTION STANDARDS APPLICABILITY”**

**RECITALS:**

WHEREAS, pursuant to A.R.S. § 9-802 a municipality may enact or amend provisions of the City Code by reference to a public record, provided that the adopting ordinance is published in full;

WHEREAS, the City of Flagstaff wishes to incorporate by reference amendments to the Flagstaff Zoning Code, Ordinance No. 2025-01, by first declaring said amendments to be a public record.

**ENACTMENTS:**

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:**

SECTION 1. In General.

That certain document known as “*PZ-24-00216 – Resource Protection Standards Applicability*” attached hereto as Exhibit A is hereby declared to be a public record, and one (1) paper copy and one (1) electronic copy shall remain on file with the City Clerk in compliance with A.R.S. § 44-7041.

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 February 2025.

---

MAYOR

ATTEST:

---

CITY CLERK

APPROVED AS TO FORM:

---

CITY ATTORNEY

Exhibits:

A. PZ-24-00216 – Resource Protection Standards Applicability

## Case No. PZ-24-00216 – Resource Protection Standards Applicability

Provisions that are being deleted are shown in bold ~~striketrough~~ text.

Provisions that are being added are shown in bold red text.

Section 1. Amend Title 10 Flagstaff Zoning Code, Chapter 10-50: Supplemental to Zones, Division 10-50.90: Resource Protection Standards, Section 10-50.90.020: Applicability, as follows:

### 10-50.90.020 Applicability

---

- A. The provisions of this division apply to proposed development within the Resource Protection Overlay (RPO) zone. See Section 10-40.50.030, Overlay Zones, and Section 10-90.40.050, Resource Protection Overlay (RPO) Map. Any perceived conflict between the provisions of this division and any other section of this Zoning Code shall be resolved in compliance with the Zoning Code, Chapter 10-20, Administration, Procedures, and Enforcement. This division is meant to apply in conjunction with the Flagstaff Fire Department’s implementation of the Flagstaff Forest Stewardship Plan, which occurs before forest resource calculations are completed. See Appendix 5, Additional Information Applicable to Division 10-50.90, Resource Protection Standards. The Forest Stewardship Plan will continue to be applied by the Fire Department in coordination with Community Development Division staff so as not to negatively impact any future development options.
- B. Resource calculation standards for slope, floodplain, and forest resources do not apply to the area within the public rights-of-way ~~of existing or proposed major or minor arterial roads~~ **for streets and or to the right-of-way of** major (i.e., regional distribution) utility facilities.
- C. Appendix 5, Additional Information Applicable to Division 10-50.90, Resource Protection Standards, provides useful information on how the Flagstaff Fire Department implements Firewise principles. It also provides a summary and explanation of how to apply the resource protection standards described in this division.

**ORDINANCE NO. 2025-01**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED “PZ-24-00216 – RESOURCE PROTECTION STANDARDS APPLICABILITY”; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE**

**RECITALS:**

WHEREAS, the City of Flagstaff wishes to amend provisions in Chapter 10-50: Supplemental to Zones, Division 10-50.90: Resource Protection Standards. Specifically, the amendment seeks to exempt all public rights-of-way, in addition to arterial roads, from the requirements outlined in Section 10-50.90.20: Applicability; and

WHEREAS, a citizen review session was held at the Planning Commission work session on December 11, 2024, to discuss the proposed Zoning Code text amendment in accordance with Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission held public hearing on January 8, 2025, and provided a recommendation to City Council on the proposed Zoning Code text amendment; and

WHEREAS, the Council has read and considered the staff report prepared by the Planning and Development Services section of the Community Development division and all attachments to those reports, and the Council finds that the proposed Zoning Code text amendment is in conformance with the General Plan, and the findings of Section 10- 20.50.040 of the Flagstaff Zoning Code have been met; and

WHEREAS, that certain document known as “*PZ-24-00216 – Resource Protection Standards Applicability*”, one (1) paper copy and one (1) electronic copy of which are on file with the City Clerk in compliance with A.R.S. § 44-7041, was declared to be a public record by Resolution No. 2025-02.

**ENACTMENTS:**

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:**

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. That certain document known as “*PZ-24-00216 – Resource Protection Standards Applicability*”, 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, and which document is declared a public record by Resolution No. 2025-02 of the City of Flagstaff, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance and its provisions are hereby declared to amend the Flagstaff City Code, replacing and superseding the existing relevant provisions of the City Code, as set forth therein.

SECTION 3. The amendment is consistent with and conforms to the goals of the Regional Plan (General Plan).

SECTION 4. The amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will add to the public good as described in the General Plan.

SECTION 5. The amendment is internally consistent with other applicable provisions of this Zoning Code.

**SECTION 6. Repeal of Conflicting Ordinances**

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

**SECTION 7. Severability**

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

**SECTION 8. Clerical Corrections**

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

**SECTION 9. Effective Date**

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 18th day of February 2025.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

**HOUSING IMPACT STATEMENT  
PZ-24-00216 ZONING MAP AMENDMENT PROCESS**

Pursuant to ARS 9-462.01 (J) a Housing Impact Statement shall be considered by the City Council prior to adopting a Zoning Code Text Amendment regarding the impact of the amendment on the following:

1. A general estimate of the probable impact on the average cost to construct housing for sale or rent within the zoning districts to which the zoning text amendment applies.

*The proposed zoning code text amendment would only have the potential to reduce the cost to construct housing by reducing the amount of natural resources that need to be preserved within an overall development site.*

2. A description of any data or reference material on which the proposed zoning text amendment is based.

*Staff consulted with local developers on concerns over the requirement to preserve natural resources and their ability to meet minimum density requirements within residential subdivisions.*

3. A description of any less costly or less restrictive alternative methods of achieving the purpose of the proposed zoning text amendment.

*None.*

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Tiffany Antol, Zoning Code Manager  
**Date:** 02/13/2025  
**Meeting Date:** 02/18/2025



---

**TITLE:**

**Consideration and Adoption of Resolution No. 2025-03 and Ordinance No. 2025-02:** A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain document filed with the City Clerk, entitled "PZ-24-00217 - Urban Farm Land Use" and an Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code.

**STAFF RECOMMENDED ACTION:**

1. Adopt Resolution No. 2025-03
2. Read Ordinance No. 2025-02 by title only for the final time
3. City Clerk reads Ordinance No. 2025-02 by title only (if approved above)
4. Adopt Ordinance No. 2025-02

**Executive Summary:**

City's request to modify Zoning Code provisions in Chapter 10-40: Specific to Zones, Division 10-40.30: Non-Transect Zones, Section 10-40.30.060: Public and Open Spaces Zones, Table 10-40.30.060.B: Public and Open Space Zones -- Allowed Uses, to add the Urban Farm Land Use, Division 10-40.60: Specific to Uses, to amend the development standards of Community Gardens and add development standards for Urban Farms, and Chapter 10-80: Definitions to add a definition for Urban Farm.

The Planning and Zoning Commission recommended that the City Council approve the proposed text amendment by a vote of 5-0. Commission members stated that they would support this land use being added to residential zones as well.

**Financial Impact:**

There are no anticipated financial impacts affiliated with the proposed Zoning Code Text Amendment.

**Policy Impact:**

There are no anticipated policy impacts affiliated with the proposed Zoning Code Text Amendment.

**Previous Council Decision or Community Discussion:**

There has not been a previous City Council decision on this ordinance.

**Options and Alternatives to Recommended Action:**

The City Council may adopt, modify, or deny the proposed amendment.

**Background and History:**

The purpose of the proposed amendment is to create a new primary land use category called Urban Farm in alignment with the allowances for Community Gardens. The proposed amendment (Attachment 1) includes several minor modifications as described below:

- **Chapter 10-40: Specific to Zones, Division 10-40.30: Non-Transect Zones, Section 10-40.30.060: Public and Open Space Zones, Table 10-40.30.060. B.: Public and Open Space Zones -- Allowed Uses --** is amended to add Urban Farm as a primary land use in the Public Facility zone.
- **Chapter 10-40: Specific to Zones, Division 10-40.60: Specific to Uses --** is amended to add Section 10-40.60.230: Urban Farm specific use standards.
- **Chapter 10-40: Specific to Zones, Division 10-40.60: Specific to Uses, Section 10-40.60.140: Community Garden --** is amended to align format and clarify parking and landscaping requirements.
- **Chapter 10-40: Specific to Zones, Division 10-40.60: Specific to Uses --** to add Section 10-40.60.320: Urban Farm, which provides specific use standards for Urban Farms including requirements for structures, stormwater management, landscaping, parking, sale of products, and educational events.
- **Chapter 10-80: Definitions, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.210: Definitions "U" --** to add Urban Farm definition

A Zoning Code Text Amendment shall be evaluated based on the following findings:

**A. Finding #1:**

**The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan;**

**Flagstaff Regional Plan 2030**

- Policy LU.3.5. Allow and encourage urban agriculture
- Policy ED.3.7. Support and encourage regional agriculture

**Carbon Neutrality Plan**

- Encourage sustainable consumption
  - Encourage low-carbon food consumption

**B. Finding #2**

**The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City;**

The amendment provisions are not anticipated to be detrimental to the public interest, health, safety, convenience, or welfare of the City. The proposed Urban Farm Land Use is limited currently to the Public Facility zone which has limited private land ownership.

**C. Finding #3**

**The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.**

The amendment is internally consistent, utilizes the existing format, and does not conflict with other Zoning Code provisions. It maintains the Zoning Code's purpose as a comprehensive contemporary set of land uses and requirements that are straightforward, usable, and easily understood.

**Connection to PBB Priorities and Objectives:**

Achieve a well-maintained community through comprehensive & equitable code compliance, & development is compatible with community values.

**Connection to Regional Plan:**

- Policy LU.3.5. Allow and encourage urban agriculture
- Policy ED.3.7. Support and encourage regional agriculture

**Connection to Carbon Neutrality Plan:**

- Encourage sustainable consumption
  - Encourage low-carbon food consumption

**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.

---

**Attachments:**    Res. 2025-03  
                         Exhibit A - PZ-24-00217  
                         Ord. 2025-02  
                         Housing Statement

**RESOLUTION NO. 2025-03**

**A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED “PZ-24-00217 – URBAN FARM LAND USE”**

**RECITALS:**

WHEREAS, pursuant to A.R.S. § 9-802 a municipality may enact or amend provisions of the City Code by reference to a public record, provided that the adopting ordinance is published in full;

WHEREAS, the City of Flagstaff wishes to incorporate by reference amendments to the Flagstaff Zoning Code, Ordinance No. 2025-02, by first declaring said amendments to be a public record.

**ENACTMENTS:**

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:**

SECTION 1. In General.

That certain document known as “*PZ-24-00217 – Urban Farm Land Use*” attached hereto as Exhibit A is hereby declared to be a public record, and one (1) paper copy and one (1) electronic copy shall remain on file with the City Clerk in compliance with A.R.S. § 44-7041.

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 February 2025.

---

MAYOR

ATTEST:

---

CITY CLERK

APPROVED AS TO FORM:

---

CITY ATTORNEY

Exhibits:

A. PZ-24-00217 – Urban Farm Land Use

**Case No. PZ-24-00217 – Urban Farm**

Provisions that are being deleted are shown in bold ~~strikethrough~~ text.

Provisions that are being added are shown in bold red text.

Section 1. Amend Title 10 Flagstaff Zoning Code, Chapter 10-40: Specific to Zones, Division 10-40.30: Non-  
-Transect Zones, Section 10-40.30.060: Public and Open Space Zones, Table 10-40.30.060.B.: Public and  
Open Space Zones – Allowed Uses to add Urban Farm as a primary land use as follows:

Table 10-40.30.060.B. Public and Open Space Zones – Allowed Uses				
Land Use	Specific Use Regulations	Public and Open Space Zones		
		PF	PLF	POS
<b>Industrial, Manufacturing, Processing and Wholesaling</b>				
Quarrying Operations	10-40.60.290	UP	--	--
<b>Ranching, Forestry and Animal Keeping</b>				
Forestry		--	P	--
Ranching		--	P	--
<b>Recreation, Education and Assembly</b>				
Commercial Campgrounds	10-40.60.130	UP	--	--
Commercial Recreation Facilities, Indoor		UP	--	--
Commercial Recreation Facilities, Outdoor	10-40.60.270	UP	--	--
Libraries, Museums		P	--	--
Outdoor Public Uses, General		P	--	--
Open Spaces		P	P	P
<b>Parks or Recreation Facilities</b>				
Active Recreation		P	--	--
Passive Recreation		P	P	P

Table 10-40.30.060.B. Public and Open Space Zones – Allowed Uses				
Land Use	Specific Use Regulations	Public and Open Space Zones		
		PF	PLF	POS
Schools – Public and Charter		P	--	--
Schools – Private		UP	--	--
Universities and Colleges		P	--	--
<b>Residential</b>				
Employee Housing		P <sup>1</sup>	--	--
Dwelling, Duplex		UP <sup>1</sup>	--	--
Dwelling, Multiple-Family		UP <sup>1</sup>	--	--
Dwelling, Attached Single-Family		UP <sup>1</sup>	--	--
Dwelling, Detached Single-Family		UP <sup>1</sup>	--	--
<b>Institutional Residential</b>				
Congregate Care Facilities		P	--	--
Convents or Monasteries		UP	--	--
Custodial Care Facilities		UP	--	--
Homeless Shelters	10-40.60.190			
Emergency Shelters		UP	--	--
Short Term Housing		UP	--	--
Transitional Housing		UP	--	--
Nursing Homes		UP	--	--
Sheltered Care Homes		UP	--	--
<b>Retail Trade</b>				
Farmers Markets and Flea Markets		P	--	--

Table 10-40.30.060.B.

## Public and Open Space Zones – Allowed Uses

Land Use	Specific Use Regulations	Public and Open Space Zones		
		PF	PLF	POS
Services				
Cemeteries		UP	--	--
Governmental Offices		P	--	--
Public Services				
Public Services Major		UP	--	--
Public Services Minor		UP	UP	--
Emergency Services		UP	--	--
Telecommunication Facilities				
AM Broadcasting Facilities	10-40.60.310	UP	UP	--
Antenna-Supporting Structure	10-40.60.310	UP	UP	--
Attached Telecommunication Facilities	10-40.60.310	P	P	--
Collocation Facility	10-40.60.310	P	P	--
FM/DTV/Low Wattage AM Broadcasting Facilities	10-40.60.310	P	UP	--
Stealth Telecommunication Facilities	10-40.60.310	P	P	--
Transportation and Infrastructure				
Accessory Wind Energy Systems	10-40.60.040	P	P	--
Wind Energy Production Facility		UP	P	--
Airports/Landing Strips, Heliports, or Helistops	10-40.60.060	UP	--	--
Government Service/Maintenance Facilities		P	--	--
Municipal Airports		P	--	--
Urban Agriculture				

Table 10-40.30.060.B. Public and Open Space Zones – Allowed Uses				
Land Use	Specific Use Regulations	Public and Open Space Zones		
		PF	PLF	POS
Community Gardens	10-40.60.140	P	--	--
<b>Urban Farm</b>	<b>10-40.60.320</b>	<b>P</b>	<b>--</b>	<b>--</b>
End Notes				
1. Residential uses, not including institutional residential uses, shall be subject to the building form and property development standards of the High Density Residential (HR) zone.				
Key				
P = Permitted Use				
UP = Conditional Use Permit Required				
-- = Use Not Allowed				

Section 2. Amend Title 10 Flagstaff Zoning Code, Chapter 10-40: Specific to Zones, Division 10-40.60: Specific to Uses, to add Section 10-40.60.230: Urban Farm as follows:

Division 10-40.60:

Specific to Uses

Sections:

- 10-40.60.010 Purpose and Applicability
- 10-40.60.020 Accessory Buildings and Structures
- 10-40.60.025 Accessory Uses
- 10-40.60.030 Accessory Dwelling Units (ADUs)
- 10-40.60.040 Accessory Wind Energy Systems
- 10-40.60.050 Adult Entertainment
- 10-40.60.060 Airport/Landing Strips, Heliport, or Helistops
- 10-40.60.070 Animal Keeping
- 10-40.60.080 Automobile, Go-Kart, and Miniature Automobile Racing
- 10-40.60.090 Automobile Service Station and Convenience Store
- 10-40.60.100 Automobile/Vehicle Repair Garage – Major/Minor
- 10-40.60.110 Bed and Breakfasts
- 10-40.60.120 Co-housing
- 10-40.60.130 Commercial Campground
- 10-40.60.140 Community Garden
- 10-40.60.150 Day Care Home and Center
- 10-40.60.160 Drive-through Retail or Service Facility
- 10-40.60.170 High Occupancy Housing Developments and Mixed-Use High Occupancy Housing  
Developments
- 10-40.60.180 Home Occupations
- 10-40.60.190 Homeless Shelter
- 10-40.60.195 Kennel, Animal Boarding
- 10-40.60.200 Live/Work
- 10-40.60.210 Manufactured Homes
- 10-40.60.220 Marijuana Establishments
- 10-40.60.230 Meeting Facilities, Neighborhood and Regional
- 10-40.60.240 Micro-Brewery or Micro-Distillery
- 10-40.60.250 Mini-Storage Warehousing

- 10-40.60.260 Mixed Use
- 10-40.60.270 Outdoor Commercial Recreation Structures
- 10-40.60.275 Outdoor Storage
- 10-40.60.280 Planned Residential Development
- 10-40.60.290 Quarrying Operations
- 10-40.60.300 Research and Development Uses
- 10-40.60.305 Seasonal Amusement, Entertainment and Sales, Indoor
- 10-40.60.310 Telecommunication Facilities
- 10-40.60.320 Urban Farm**

Section 3. Amend Title 10 Flagstaff Zoning Code, Chapter 10-40: Specific to Zones, Division 10-40.60: Specific to Uses, Section 10-40.60.140: Community Garden, as follows:

#### 10-40.60.140 Community Garden

---

A. **Applicability. General.** Community gardens **where allowed by Division 10-40.30, Non-Transect Zones, and Division 10-40.40, Transect Zones, are subject to the requirements of this section. Prior to the establishment of a Community Garden, the applicant shall complete a Concept Plan in accordance with Section 10-20.30.050, Concept Plan Review. shall consist of land used for the cultivation of fruits, vegetables, plants, flowers or herbs by multiple users. The land shall be served by a water supply sufficient to support the cultivation practices used on the site.**

~~Community gardens are allowed on rooftops of structures in compliance with the City's Low Impact Development (LID) Manual, Section 4.7 (Vegetated Roofs).~~

B. **Standards. Community gardens are subject to the following regulations:**

1. Community gardens shall have a set of operating rules addressing the governance structure of the garden, hours of operation, maintenance, and security requirements and responsibilities. A garden coordinator shall be designated to perform the coordinating role for the management of the community gardens. The garden coordinator shall be responsible for assigning garden plots in a fair and impartial manner according to the operating rules established for that garden. The name and telephone number of the garden coordinator and a copy of the operating rules shall be kept on file with the **Sustainability Public Works** Division and posted on-site.
2. ~~The site is designed and maintained so that water and fertilizer will not drain onto adjacent property.~~ **The first 1 inch of runoff must be maintained on site within the Community Garden, see the City's Low Impact Development (LID) Manual.**
3. ~~There shall be no retail sales on-site, except for produce grown on the site.~~ **The sale of fresh produce and cottage foods (i.e., baked, pickled, canned, or similarly produced foods grown in the Community Garden) is permitted on site subject to compliance with all State and local regulations.**
4. ~~No~~ **The following Buildings** or structures ~~shall only may~~ be permitted on the site, **as set forth below: with the exception of the following:**
  - a. Sheds for storage of tools limited in size to 200 square feet;

b. Greenhouses, limited in size to 200 square feet and designed in compliance with setbacks for accessory structures, consisting of buildings made of glass, plastic or fiberglass in which plants are cultivated; and

c. Other small hardscape areas and amenities (such as benches, bike racks, raised/accessible planting beds, compost or waste bins, picnic tables, seasonal farm stands, fences, garden art, rain barrels, and children's play areas).

**d.5.** The combined area of all **buildings or** structures shall not exceed 15 percent of the community garden site area.

**5. Vertical gardens mounted on a perimeter wall or fence are permitted provided they do not affect the integrity of the wall or fence.**

**6. Community Gardens shall not be subject to the provisions of Division 10-50.60, Landscape Standards except as identified in 10-40.60.140.C.**

**7. Community Gardens shall not be subject to the provisions of Division 10-50.80, Parking Standards where either on-street parking or shared parking is available.**

~~6. Fences shall be in compliance with Division 10-50.50, Fences and Screening.~~

~~7. The sale of fresh produce and cottage foods (i.e., baked, pickled, canned or similarly produced foods grown in the community garden) is permitted subject to compliance with all State and local regulations.~~

~~8. On-site storm water systems and irrigation shall be consistent with the *Stormwater Regulations*.~~

~~C. Maintenance Required. Maintenance of community gardens shall be in compliance with Section 10-50.60.080, Maintenance.~~

**CD.** Abandoned or Unproductive Community Gardens. If a community garden is left in an unproductive state for longer than a period of 12 months, the garden coordinator or other individual(s) responsible for the community garden shall ensure that it is replaced with landscaping in compliance with Division 10-50.60, Landscaping Standards, or seeded in accordance with Chapter 13-17 of the *Engineering Standards*.

Section 4. Amend Title 10 Flagstaff Zoning Code, Chapter 10-40: Specific to Zones, Division 10-40.60: Specific to Uses, to add Section 10-40.60.320: Urban Farm, as follows:

### **10-40.60.320 Urban Farm**

---

**A. Applicability.** Urban Farms where allowed by Division 10-40.30, Non-Transect Zones, and Division 10-40.40, Transect Zones, are subject to the requirements of this section. Prior to the establishment of an Urban Farm, the applicant shall complete a Concept Plan in accordance with Section 10-20.30.050, Concept Plan Review. Additional reviews may be required as determined by the Inter-division Staff Review Team.

**B. Standards.**

1. Greenhouses are permitted as accessory buildings or structures in accordance with Section 10-40.60.020.
2. Vertical gardens mounted on a perimeter wall or fence are permitted provided they do not affect the integrity of the wall or fence.
3. The keeping of animals is permitted as an accessory use to the Urban Farm in accordance with City Code Chapter 6-03, Animal Keeping.
4. The first 1 inch of runoff must be maintained on site within the Urban Farm, see the City's *Low Impact Development (LID) Manual*.
5. Urban Farms shall not be subject to the provisions of Division 10-50.60, Landscape Standards except as identified in 10-40.60.140.C.
6. Urban Farms shall not be subject to the provisions of Division 10-50.80, Parking Standards where either on-street parking or shared parking is available.
7. The sale of fresh produce, cottage foods (i.e., baked, pickled, canned, or similarly produced foods grown in the Urban Farm), and other agricultural products is permitted on-site subject to compliance with all State and local regulations.

**8. Urban Farms may include accessory educational events. Events advertised Citywide shall only be allowed with the issuance of a Temporary Use Permit or Special Event Permit.**

**C. Abandoned or Unproductive Urban Farms. If an urban farm is left in an unproductive state for longer than a period of 12 months, the farm coordinator or other individual(s) responsible for the urban farm shall ensure that it is replaced with landscaping in compliance with Division 10-50.60, Landscaping Standards, or seeded in accordance with Chapter 13-17 of the *Engineering Standards*.**

Section 5. Amend Title 10 Flagstaff Zoning Code, Chapter 10-80: Definitions, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.210: Definitions "U", to add Urban Farm Definition as follows:

**Urban Farm: The growing and harvesting of agricultural products to provide food, fiber, or horticultural vegetation for ornamental purposes. May include commercial hydroponic crop production, greenhouses, gardens, and the accessory keeping of animals as allowed by City Code Chapter 6-03 Animal Keeping.**

**ORDINANCE NO. 2025-02**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED “PZ-24-00217 – URBAN FARM LAND USE”; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE**

**RECITALS:**

WHEREAS, the City of Flagstaff wishes to amend Zoning Code provisions in Chapter 10-40: Specific to Zones, Division 10-40.30: Non-Transect Zones, Section 10-40.30.060: Public and Open Spaces Zones, Table 10-40.30.060.B: Allowed Uses to add the Urban Farm Land Use, Division 10-40.60: Specific to Uses to amend the development standards of Community Gardens and add development standards for Urban Farms, and Chapter 10-80: Definitions to add a definition for Urban Farm; and

WHEREAS, a citizen review session was held at the Planning Commission work session on December 11, 2024, to discuss the proposed Zoning Code text amendment in accordance with Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission held public hearing on January 8, 2025, and provided a recommendation to City Council on the proposed Zoning Code text amendment; and

WHEREAS, the Council has read and considered the staff report prepared by the Planning and Development Services section of the Community Development division and all attachments to those reports, and the Council finds that the proposed Zoning Code text amendment is in conformance with the General Plan, and the findings of Section 10- 20.50.040 of the Flagstaff Zoning Code have been met; and

WHEREAS, that certain document known as “*PZ-24-00217 – Urban Farm Land Use*”, one (1) paper copy and one (1) electronic copy of which are on file with the City Clerk in compliance with A.R.S. § 44-7041, was declared to be a public record by Resolution No. 2025-03.

**ENACTMENTS:**

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:**

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. That certain document known as “*PZ-24-00217 – Urban Farm Land Use*”, 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, and which document is declared a public record by Resolution No. 2025-03 of the City of Flagstaff, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance and its provisions are hereby declared to amend the Flagstaff City Code, replacing and superseding the existing relevant provisions of the City Code, as set forth therein.

SECTION 3. The amendment is consistent with and conforms to the goals of the Regional Plan (General Plan).

SECTION 4. The amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will add to the public good as described in the General Plan.

SECTION 5. The amendment is internally consistent with other applicable provisions of this Zoning Code.

**SECTION 6. Repeal of Conflicting Ordinances**

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

**SECTION 7. Severability**

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

**SECTION 8. Clerical Corrections**

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

**SECTION 9. Effective Date**

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 18th day of February 2025.

---

MAYOR

ATTEST:

---

CITY CLERK

APPROVED AS TO FORM:

---

CITY ATTORNEY

**HOUSING IMPACT STATEMENT**  
**PZ-24-00217 URBAN FARM LAND USE**

Pursuant to ARS 9-462.01 (J) a Housing Impact Statement shall be considered by the City Council prior to adopting a Zoning Code Text Amendment regarding the impact of the amendment on the following:

1. A general estimate of the probable impact on the average cost to construct housing for sale or rent within the zoning districts to which the zoning text amendment applies.

*The proposed zoning code text amendment adds a new land use to the Public Facility zone called Urban Farm which does not include any provisions related to the construction of housing.*

2. A description of any data or reference material on which the proposed zoning text amendment is based.

*Staff was assisted by the Sustainability Division to prepare the draft code amendment.*

3. A description of any less costly or less restrictive alternative methods of achieving the purpose of the proposed zoning text amendment.

*None.*

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Carmen Pryer, Real Estate Specialist  
**Co-Submitter:** Bryce Doty  
**Date:** 02/13/2025  
**Meeting Date:** 02/18/2025



**TITLE:**

**Consideration and Acceptance of Highest Bids for Solicitations 2025-30 and 2025-31 for Sale of Real Property (Koch Field subdivision) and Consideration and Approval of Purchase**

**Agreements:** with Open Sky Development, LLC for sale of 9.26 acres of residential land; and with Silver Saddle Development, LLC for the sale of 12.52 acres of residential land.

**STAFF RECOMMENDED ACTION:**

1. Accept the highest bid for Solicitation No. 2025-30 and approve Real Estate Purchase and Sale Contract for sale of 9.26 acres of residential land for \$664,000 to Open Sky Development, LLC; and
2. Accept the highest bid for Solicitation No. 2025-31 and approve Real Estate Purchase and Sale Contract for sale of 12.52 acres of residential land for \$823,000 to Silver Sky Development, LLC; and
3. Find that properties are not suitable for City development of affordable housing as proceeds from the sale need to be returned to Self-Insured Trust Fund.

**Executive Summary:**

The City has owned vacant residential land in the Koch Field subdivision in Doney Park area for many years. These lands are assets of the City's Self-Insured Trust Fund, established under the Flagstaff City Code Chapter 1-24. The City has attempted to sell these properties in the past. Most recently, on March 5th, 2024, City Council rejected the sold bid received for Solicitation No. 2022-126 for the sale of two City-owned parcels and directed staff to issue new solicitations.

The City issued new solicitations inviting bids for purchase of the residential land, with a closing date of December 2, 2024. The City received one bid for each property offered for sale. Each bid was for an amount in excess of appraised value.

**Key Considerations:**

The bid amounts are above the appraised values prepared by an independent appraiser on the City's behalf. The purchase agreements allow the buyer an entitlement period prior to closing to allow the buyer time to rezone the properties for greater density (manufactured housing). The properties are currently zoned as Coconino County, Agricultural Residential, with a minimum 2.5 acre lot size.

The properties are assets of the Self-Insured Trust Fund; all proceeds from the sales will be returned to the Fund.

The City Housing Section determined the land is not suitable for development with affordable housing. Per City of Flagstaff Resolution No. 2022-52, Section 5, before sale of a building or land, the City Housing Section needs to evaluate whether it could be repurposed for affordable housing, and the City Council is required to determine whether or not any funds from sale should be diverted to affordable housing purposes. Per City of Flagstaff Resolution No. 2024-11, Section 1, all land owned by the City determined to be available for development will first be considered for housing prior to consideration of other uses; and affordable housing for a range of income levels shall be prioritized over market rake housing.

**Financial Impact:**

The City Self-Insured Trust Fund will receive the proceeds from the sales. The sale prices are \$664,000.00 for 9.26 acres of residential land located at 7462 Open Sky Road, and \$823,000.00 for 12.52 acres of residential land located on Silver Saddle Road.

**Policy Impact:**

No policy impact.

**Connection to PBB, Carbon Neutrality Plan, 10-Year Housing Plan & Regional Plan:**

Housing- Support development and increase the inventory of public and private housing for renters and home-owners throughout the community.

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

Ordinance No. 1749 - 5/1/1992

Ordinance No. 1771 - 12/1/1992

Resolution 2014-04 - 2/14/2014

Resolution 2022-52 - 2/1/2022

City Council Meeting on March 3,2024, directing staff to reject all bids from a prior solicitation and to issue new invitations to bid.

**Options and Alternatives:**

1. Approve the purchase agreements as drafted.
2. Suggest amendments to the contract prior to approval.
3. Do not approve the purchase agreements.

**Background and History:**

The City previously owned 540 acres in Doney Park under the previous airfield known as Koch field. Ordinance No. 1772 declared the lands excess land, all of which was parceled out and sold in the early 1990's except for a 12.52-acre parcel, adjacent to Cromer Elementary School off of Silver Saddle Road (Assessor's Parcel No. 301-08-003F) and a 9.26-acre parcel just north off of Open Sky Road (Assessor Parcel No.301-08-056).

These parcels were purchased as assets by the City's self-insured trust in part to fund environmental remediation on the 9.26-acre parcel among others, a consequence of a former skeet shooting operation on the lands. City uses for these parcels are restricted in so far as that if the properties are repurposed for City use (such as housing), then the City would need to repay the investment made by the self-insured trust. City risk management staff have wanted to divest of these properties for many years, provided at a minimum the initial investment was recouped.

The self-insurance trust fund functions to provide defense and payment of losses and claims for property, liability, unemployment compensation, worker's compensation; health, accident, life, disability or other benefits for the employees and officers of the City and their dependents; payment of insurance premiums; and risk management consultation.

**Key Considerations:**

Approving the purchase agreements will provide for additional housing stock in our community and convert real property assets of the self-insured trust fund into tangible assets.

**Community Benefits and Considerations:**

Proceeds and interest from the sale of the properties will be directed to the self-insured trust.

---

**Attachments:**    [Open Sky Purchase Agreement](#)  
                          [Silver Saddle Purchase Agreement](#)

## REAL ESTATE PURCHASE AND SALE CONTRACT

The City of Flagstaff, a municipal corporation organized and existing under the laws of the State of Arizona (“Seller” or “City”) and Open Sky Development, LLC, an Arizona limited liability company (“Buyer”) hereby enter this Real Estate Purchase and Sale Contract (“Contract”).

1. Property: The Buyer agrees to purchase, and Seller offers to sell, parcel number 301-08-056, property located at 7462 Open Sky, Flagstaff, Arizona, 86004, legally described and depicted in the Exhibit “A”, attached hereto (“the Property”). The Property shall include all improvements thereon, together with all right, title, and interest of Seller in and to (a) all development rights and credits, air rights, water, and water rights; (b) all easements, rights-of-way, public ways, or other rights appurtenant, adjacent, or connected thereto; (c) minerals, oil, gas, and other hydrocarbon substances therein, thereunder, or that may be produced therefrom; and (d) any other rights, privileges, appurtenances, hereditaments, tenements, easements, reversions, and remainders pertaining thereto or used in connection therewith.
2. Authorization: On January 14, 1993, the Council of the City of Flagstaff passed and adopted Ordinance 1771 authorizing the sale of City of Flagstaff Property in Koch Field.
3. Purchase Price for Property: The Buyer agrees to pay the City the sum of Six Hundred Sixty-Four Thousand Dollars (\$664,000.00) (the “Purchase Price”).
4. Conveyance of Property: Seller shall convey the Property to the Buyer by Special Warranty Deed.
5. “AS IS CONDITION”: Seller and Buyer agree that the Premises is being sold in its existing condition (“AS IS”) and Seller makes no warranty to Buyer, either express or implied, as to the condition of the Premises.
6. Opening of Escrow and Earnest Deposit: Within five (5) business days of Buyer’s and Seller’s execution of this Agreement, and approval of this Agreement by the Flagstaff City Council, Buyer shall open escrow and deposit the sum of a Ten Thousand Dollars (\$10,000.00) (the “Earnest Deposit”) with Pioneer Title Agency, Inc. of Flagstaff, Arizona (the “Escrow Agent” or “Title Company”) to be applied against the Purchase Price at the Close of Escrow. The Opening of Escrow shall be deemed to be the date in which the Earnest Deposit and this Agreement are delivered to the Escrow Agent, which shall not occur until after the Flagstaff City Council has approved this Agreement.

The Earnest Money shall be refundable during the Due Diligence Period (defined below) and upon expiration of the Due Diligence Period, unless this Agreement is earlier terminated, then the Earnest Money shall become non-refundable to Buyer, unless Seller fails or refuses to consummate the transaction in accordance with the terms of this Agreement (and Buyer is not in breach hereof).

7. Title: Within (5) days of Opening of Escrow, Escrow Agent, at Seller’s sole cost and expense, shall deliver to the Buyer and Seller a preliminary title report pertaining to the Property, with a liability amount of the Purchase Price (the “Title Commitment”). On or before fifteen (15) days after receipt of the Title Commitment (“Title Review Period”), the Buyer shall notify Seller of any matters or exceptions shown on the Title Commitment, or on any documents identified in the Title Commitment as title exceptions, that are not acceptable to the Buyer (the “Objections”). Any matters or title exceptions to which the Buyer does not object within such time period shall be deemed to be acceptable matters. Mortgages, deeds of trust and other liens encumbering the Property shall be cleared at or before Closing by Seller. Taxes shall be prorated.
  - a. Buyer’s Objection to Title Matters; Seller’s Cure: In the event Buyer fails to object to any matters in the Title Commitment in writing within the Title Review Period, the Title Commitment shall be

deemed approved and all matters therein shall be deemed Permitted Exceptions. In the event Buyer provides notice of any Buyer's Objections to Seller and Escrow Agent within the Title Review Period, Seller shall have the right, but without the obligation, to elect to cure any Buyer's Objections by providing notice to Buyer within ten calendar (10) days from receipt of Buyer's notice or as otherwise set forth below. Seller shall be obligated to cure those Buyer's Objections (or any other title matter) which are (i) financing liens of an ascertainable amount created by, under or through Seller, which liens Seller shall use reasonable efforts to cause to be released at or prior to Closing, or (ii) exceptions or encumbrances to title which are not Permitted Exceptions and which were voluntarily created by, under or through Seller, after the date this Agreement was executed, without Buyer's consent. If Seller fails to elect in writing to cure or advises Buyer that Seller will not cure, then Buyer shall have until three calendar (3) days after the expiration of Seller's cure period to either, as its sole remedy: (i) terminate this Agreement by written notice given promptly to the Seller, and subject to those provisions which survive closing or termination/cancellation, the rights and obligations of the Parties hereunder shall terminate, or proceed to Closing subject to such exceptions, but without any reduction in the Purchase Price hereunder.

- b. Extended Coverage Policy: At any time prior to Closing, Buyer may elect to receive an extended coverage owner's policy and may request title insurance endorsements not otherwise provided by Seller as outlined above, in which case Buyer shall be responsible for satisfying, at its cost and prior to Closing, the Title Company's requirements for such additional coverage or endorsements and, at Closing, Buyer shall pay the difference between the premium for such policy and any special endorsements requested by Buyer and the premium for a standard coverage policy in the amount of the Purchase Price. Buyer shall also be responsible for the premium for any lender's policies and any endorsements required by Buyer's lender, if any. In no event shall the Closing be conditional upon or extended because of Buyer's election of extended coverage or such special endorsements.

- 8. Due Diligence Period: Buyer shall have sixty (60) days from the opening of escrow to conduct any and all physical inspections, surveys, tests, environmental studies, reviews, geotechnical analyses, feasibility studies, hazardous materials contamination studies, reviews of zoning and use restrictions, and other inspections, reviews, assessments, and evaluations related to the Property as Buyer may deem necessary or appropriate in Buyer's sole discretion ("Due Diligence Period"). All such inspections, testing, studies, reviews, analyses, assessments and evaluations shall be conducted during normal business hours and at Buyer's sole cost. During the Due Diligence Period, Buyer and Buyer's agents, representatives and consultants, shall have access to the Property for the purpose of conducting such inspections, testing, studies, review, analyses and assessments. Buyer's access to the Property during the Due Diligence Period is conditioned upon: (i) Buyer having insurance coverage in place applicable to all such due diligence work Buyer may perform, or have performed on Buyer's behalf, in amounts sufficient to cover whatever damage Buyer's due diligence work may cause to the Property; and (ii) Buyer's agreement to indemnify and hold Seller harmless from and against any and all such damage to the Property.

- a. Termination of Agreement, Buyer's Sole Discretion; Earnest Money: At any time prior to 5 p.m. (MST) on the 60th day of the Due Diligence Period, Buyer may terminate this Agreement for any reason related to discovery of information about the Property during the Due Diligence Period in Buyer's sole discretion by written notice to both Seller and the Title Company of Buyer's decision to terminate. In the event Buyer terminates this Agreement prior to the expiration of the Due Diligence Period the Earnest Deposit shall be refunded to Buyer and Buyer and Seller shall have no further obligation to one another under this Agreement and this Agreement shall immediately become null and void, except for those provisions of this Agreement that expressly survive the Closing or earlier termination of this Agreement.

9. Entitlement Approval Period: Within five (5) business days after the expiration of Buyer's Due Diligence Period, if Buyer has not terminated this Agreement, Buyer shall deposit with the Title Company additional earnest money in the amount of Twenty-Five Thousand Dollars (\$25,000.00), which additional earnest money shall be non-refundable to Buyer, unless Seller fails or refuses to consummate the transaction in accordance with the terms of this Agreement (and Buyer is not in breach hereof), but shall be credited by the Title Company towards Buyer's payment of the Purchase Price at Closing. Upon the timely deposit of this additional earnest money, Buyer shall have two hundred ten (210) days from the expiration of the Due Diligence Period to work with Coconino County and proceed through the County's design review, planned development, site plan application, and rezoning processes (for manufactured housing), or any other entitlements desired by Buyer, and obtain any and all entitlements and approvals deemed necessary or suitable by Buyer, all at Buyer's sole cost and expense ("Entitlement Approval Period"). Buyer and Seller agree that Buyer's additional \$25,000.00 earnest money shall be released by the Title Company to Seller as soon as practical after the deposit is made. At Buyer's option, upon the deposit of an additional Twenty-Five Thousand Dollars (\$25,000), which shall be non-refundable to Buyer, unless Seller fails or refuses to consummate the transaction in accordance with the terms of this Agreement (and Buyer is not in breach hereof), but shall be credited by the Title Company towards Buyer's payment of the Purchase Price at Closing, the Entitlement Approval Period may be extended for an addition ninety (90) days.
- a. Seller's Cooperation: Seller agrees to cooperate with Buyer in Buyer's entitlement effort. Seller further agrees to conditionally approve, authorize and execute all documents that may be required by the County or Buyer in Buyer's entitlement efforts, subject to Buyer's completion of the transaction. All such documents that the County or Buyer may request that Seller approve, authorize or execute, shall state that the fulfillment of the purpose of such documents is conditioned upon Buyer successfully closing the transaction. If the Buyer fails or refuses to consummate the transaction in accordance with the terms of this Agreement (and Seller has cooperated as required herein), Buyer shall transfer all pre-development documents to City in addition to forfeit of the earnest money (\$35,000.00).
10. Closing. The consummation of the transaction contemplated by this Contract ("Close of Escrow" or "COE") shall occur upon expiration of the Entitlement Approval Period, as the same may be extended in Buyer's sole discretion, subject to the provisions of Paragraph 9, above. If Escrow Company or Recorder's office is closed on the scheduled closing date, Close of Escrow shall occur on the next day that both are open for business. Buyer may accelerate the Closing Date by providing written notice to Seller, and closing shall occur within fifteen (15) days of Buyer providing notice of such accelerated Closing Date. The Closing shall occur at the offices of the Escrow Agent, or at such other place as Seller and Buyer may agree in writing. Closing shall be deemed to have occurred when (i) all closing documents contemplated by this Contract have been delivered to, received by, and executed by the appropriate parties, (ii) all conditions to such Closing contemplated by this Contract have been satisfied or waived, (iii) the funds required to be paid under this Contract have been properly delivered to Escrow Agent and are available for distribution to Seller by Escrow Agent, (iv) the deed required pursuant to Conveyance has been recorded.
11. Warranties by Seller: The City agrees and acknowledges that no representations, statements or warranties have at any time been made by Seller, or any agent of Seller, as to the condition, quality, quantity, operation, state of repair, or prospects of the Property, or any other matter concerning the Property, in any respect.
12. Brokerage: The City warrants to the Buyer that they have not dealt with any Broker in connection with the sale of the Property. If any person shall assert a claim to a finder's fee, brokerage commission or other compensation account of employment or alleged employment as a finder or broker or performance of services as a finder or on broker in connection with this transaction, the party under whom the finder or broker is claiming shall indemnify, defend and hold the other party harmless from and against any such

claim and all costs, expenses and liabilities incurred in connection with such claim or any action or proceeding brought on such claim, including, but not limited to, counsel and witness fees and court costs in defending against such claim. This indemnity shall survive the close of escrow or the cancellation of the Contract. Buyer agrees to pay Broker fees, referral fees or finder fees associated with Buyer's fees, if any.

13. Assessment Liens: The amount of any assessment that is a lien as of the COE, shall be paid in full by Seller prior to COE. Any assessment that becomes a lien or property tax that becomes due after COE is the Buyer's responsibility.
14. Seller Warranties: Seller warrants and shall maintain the Premises until COE.
15. Closing Costs: All closing costs incurred in the transfers of the Property shall be paid in accordance with the customs of real estate transactions presently in effect in Coconino County, Arizona, as determined by the Escrow Agent.
16. Distribution of Proceeds upon Closing: The proceeds of the sale (Purchase Price less Closing Costs attributable to Seller) shall be distributed to Seller by the Escrow Agent. Seller is responsible for verifying accuracy of distribution of proceeds with the Escrow Agent and the Buyer has no liability for any errors.
17. Cure Period: A party shall have an opportunity to cure a potential breach of this Contract. If a party fails to comply with any provision of this Contract, the other party shall deliver a notice to the non-complying party specifying the non-compliance. If the non-compliance is not cured within five (5) business days after delivery of such notice (Cure Period), the failure to comply shall become a breach of Contract.
18. Attorneys' Fees and Costs: If any action is brought by either party in respect to its rights under this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and court costs as determined by the court.
13. Buyers Remedies: In the event of default by the City, the Buyer at its sole remedy shall have the right to specific performance or to cancel this Contract and to retain the Earnest Deposit, together with all accrued interest, as liquidated damages. Buyer and the City agree that it would be impractical or extremely difficult to fix actual damages in case of the City's default; that the amount of the Deposit paid by Buyer reasonable estimate of the Buyer's damages in case of City's default; that Buyer shall retain said Deposit as its damages; and that, thereafter, neither party shall have any further obligations to the other under this Contract, except with respect to obligations which expressly survive the cancellation of this Contract.
19. Sellers Remedies: In the event of default by Buyer, Seller's sole remedy shall be to cancel this Contract and to retain the Earnest Deposit and all additional deposits made hereunder, together with all accrued interest, as liquidated damages and the pre-development documents as outlined in section 9(a). Buyer and the City agree that it would be impractical or extremely difficult to fix actual damages in case of the Buyer's default; that the amount of the Earnest Deposit paid by Buyer is a reasonable estimate of the City's damages in case of Buyer's default; that City shall retain said Earnest Deposit and pre-development documents as its damages; and that, thereafter, neither party shall have any further obligations to the other under this Contract, except with respect to obligations which expressly survive the cancellation of this Contract.
20. Time of the Essence: The parties hereto expressly agree that time is of the essence with respect to this Contract.
21. Notices: Any notice, which a party is required or may desire to give the other, shall be in writing and shall be sent either (a) by United States registered or certified mail, return receipt requested, postage

prepaid, or (b) by a generally recognized overnight carrier providing proof of delivery. In addition, notice shall also be provided via email to such party. Any such notice shall be addressed to a party at such party's address appearing next to such party's signature on last page of the main body of this Contract. Any notice so given shall be deemed to have been given as of the date of actual receipt. Notices shall be addressed to the parties as follows:

**SELLER:**

City of Flagstaff  
Attn: Real Estate Manager  
211 W. Aspen Avenue  
Flagstaff, AZ 86001  
FAX (928) 779-7656  
Email: Bryce.Doty@flagstaffaz.gov

Copy to:

Grants and Contracts Administration  
211 W. Aspen Avenue  
Flagstaff, Arizona 86001  
Email: grants.contracts@flagstaffaz.gov

**BUYER:**

Name: Silver Saddle Development, LLC, an Arizona limited liability company  
Address: P.O. Box 2086  
Flagstaff, AZ 86003  
Email: [palmerdarris@gmail.com](mailto:palmerdarris@gmail.com)

Copy to:

Aspey, Watkins & Diesel, PLLC  
ATTN: Trevor T. Kortsen  
123 N. San Francisco St., Suite 300  
Flagstaff, Arizona 86001  
Email: [tkortsen@awdlaw.com](mailto:tkortsen@awdlaw.com)

22. Governing Law: The laws of the State of Arizona shall govern the validity, construction, enforcement and interpretation of this Contract.
23. Severability: In the event that any phrase, clause, sentence, paragraph, section or other portion of this Contract becomes illegal, null or void or against public policy for any reason, or is held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Contract will not be affected thereby and will remain in force and effect to the fullest extent permitted by law.
24. Entire Contract: This Contract embodies the entire Contract of the parties. Any amendments hereto shall be in writing and executed by the parties hereto. All exhibits attached hereto are a part of this Contract for all purposes.
25. Successors in Interest: This Contract shall bind and inure to the benefit of the City, and their heirs, executors, administrators, successors and permitted assigns.
26. Survival of Closing: Each of the covenants, conditions, agreements and representations contained in this Contract shall survive the closing hereunder and the recordation of the Special Warranty Deed.

27. Terms of Acceptance: This offer will become a binding Contract when acceptance is signed by Seller and a signed copy delivered in person, by mail, facsimile or electronically, and received by the City of Flagstaff by January 22, 2025 at Time 5:00 PM, Arizona Standard Time.

IN WITNESS WHEREOF, Buyer and Seller have executed this Contract on the date set forth below.

**BUYER: Open Sky Development LLC,  
an Arizona limited liability company**

By:  \_\_\_\_\_  
Darris Palmer (Jan 16, 2025 17:02 MST)

Darris Palmer, Manager

Date: Jan 16, 2025

By:  \_\_\_\_\_  
Daniel Raper (Jan 16, 2025 17:03 MST)

Daniel Raper, Manager

Date: Jan 16, 2025

**SELLER:**

City of Flagstaff, an Arizona municipal corporation

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

Becky Daggett, Mayor

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

**ATTEST:**

\_\_\_\_\_

City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_

Senior Assistant City Attorney

**Exhibit "A"**

**Legal Description:**

**Exhibit "A"**

Legal Description:

PARCEL NO. 1:

A portion of Lot 7, KOCH FIELD AMENDED, as shown on the plat thereof, recorded in Book 11 of Surveys, Pages 85-85B, records of Coconino County, Arizona, located in the South half of Section 23, Township 22 North, Range 8 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

COMMENCING at the Northwest corner of said Lot 7; THENCE South

44° 39' 00" West, a distance of 237.44 feet;

THENCE South 00° 17' 03" West along the West line of said Lot 7, a distance of 273.70 feet; THENCE South

90° 00' 00" East, a distance of 523.51 feet to the TRUE POINT OF BEGINNING;

THENCE continue South 90° 00' 00" East, a distance of 260.24 feet;

THENCE North 00° 00' 00" East, a distance of 20.00 feet;

THENCE South 90° 00' 00" East, a distance of 762.96 feet,

THENCE South 00° 00' 00" West, a distance of 194.66 feet to a point on the North line of Tract C of said KOCH FIELD AMENDED;

THENCE South 90° 00' 00" West along said line, a distance of 175.69 feet to the Northwest corner of said Tract C;

THENCE South 00° 00' 00" East along the West line of said Tract C, a distance of 241.38 feet to a point on the South line of said Lot 7;

THENCE North 90° 00' 00" West along said line, a distance of 849.57 feet;

THENCE North 00° 17' 03" East, a distance of 416.05 feet back to the TRUE POINT OF BEGINNING.

PARCEL NO. 2:

An easement for access and utilities over the Southerly 20 feet of the following described parcel:

A portion of Lot 7, KOCH FIELD AMENDED, as shown on the plat thereof, recorded in Book 11 of Surveys, Pages 85-85B, records of Coconino County, Arizona, located in the South half of Section 23, Township 22 North, Range 8 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

BEGINNING at the Northwest corner of said Lot 7;

THENCE South 89° 45' 27" East along the North line of said Lot 7, a distance of 615.53 feet; THENCE South 00° 00' 00" East, a distance of 420.01 feet;

THENCE North 90° 00' 00" West, a distance of 783.64 feet to a point on the West line of said Lot 7;

THENCE North 00° 17' 03" East along said line, a distance of 253.70 feet;

THENCE North 44° 39' 00" East, a distance of 237.44 feet back to the POINT OF BEGINNING.

PARCEL NO. 3:

An easement for access and utilities over the Northerly 20 feet of the following 2 parcels:

A portion of Lot 7, KOCH FIELD AMENDED, as shown on the plat thereof, recorded in Book 11 of Surveys, Pages 85-85B, records of Coconino County, Arizona, located in the South half of Section 23, Township 22 North, Range 8 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

COMMENCING at the Northwest corner of said Lot 7;

THENCE South 44° 39' 00" West, a distance of 237.44 feet;

THENCE South 00° 17' 03" West along the West line of said Lot 7, a distance of 253.70 feet to the TRUE POINT OF BEGINNING;

THENCE South 90° 00' 00" East, a distance of 476.06 feet;

THENCE South 00° 17' 03" West, a distance of 436.05 feet to a point on the South line of said Lot 7;

THENCE North 90° 00' 00" West along said line, a distance of 476.06 feet to the Southwest corner of said Lot 7;

THENCE North 00° 17' 03" East along said West line, a distance of 436.05 feet back to the TRUE POINT OF BEGINNING;

AND

A portion of Lot 7, KOCH FIELD AMENDED, as shown on the plat thereof, recorded in Book 11 of Surveys, Pages 85-85B, records of Coconino County, Arizona, located in the South half of Section 23, Township 22 North, Range 8 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

COMMENCING at the Northwest corner of said Lot 7;

THENCE South 44° 39' 00" West, a distance of 237.44 feet;

THENCE South 00° 17' 03" West along the West line of said Lot 7, a distance of 253.70

feet; THENCE South 90° 00' 00" East, a distance of 476.06 feet to the TRUE POINT OF

BEGINNING; THENCE South 90° 00' 00" East, a distance of 1070.54 feet;

THENCE South 00° 00' 00" West, a distance of 194.66 feet to a point on the North line of Tract C of said KOCH FIELD AMENDED;

THENCE North 90° 00' 00" West along the North line, a distance of 175.69 feet to the Northwest corner of said Tract C;

THENCE South 00° 00' 00" East along the West line of said Tract C, a distance of 241.38 feet to a point on the South line of said Lot 7;

THENCE North 90° 00' 00" West along said line, a distance of 897.01 feet;

THENCE North 00° 17' 03" East, a distance of 436.05 feet back to the TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM any portion lying within Parcel No. 1 herein.

PARCEL NO. 4:

An easement for access and utilities over the Southerly 20 feet of the following described property:

A portion of Lot 7, KOCH FIELD AMENDED, as shown on the plat thereof, recorded in Book 11 of Surveys, Pages 85-85B, records of Coconino County, Arizona, located in the South half of Section 23, Township 22 North, Range 8 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

COMMENCING at the Northwest corner of said Lot 7;

THENCE South 89° 45' 27" East along the North line of said Lot 7, a distance of 615.53 feet to the TRUE POINT OF BEGINNING;

THENCE continuing South 89° 45' 27" East along the North line of said Lot 7, a distance of 762.97 feet;

THENCE South 00° 00' 00" West, a distance of 416.78 feet;

THENCE North 90° 00' 00" West, a distance of 762.96 feet;

THENCE North 00° 00' 00" East, a distance of 420.01 feet back to the TRUE POINT OF BEGINNING.










# PSA Open Sky- FINAL

Final Audit Report

2025-01-17

Created:	2025-01-16
By:	Emma Perkins (eperkins@awdlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAATyidxXNsV9cOhg4F0wzHytltYbuu6l8B

## "PSA Open Sky- FINAL" History

-  Document created by Emma Perkins (eperkins@awdlaw.com)  
2025-01-16 - 11:58:09 PM GMT
-  Document emailed to Darris Palmer (palmerdarris@gmail.com) for signature  
2025-01-16 - 11:59:07 PM GMT
-  Document emailed to mlpraper@hotmail.com for signature  
2025-01-16 - 11:59:07 PM GMT
-  Email viewed by Darris Palmer (palmerdarris@gmail.com)  
2025-01-17 - 0:02:01 AM GMT
-  Document e-signed by Darris Palmer (palmerdarris@gmail.com)  
Signature Date: 2025-01-17 - 0:02:12 AM GMT - Time Source: server
-  Email viewed by mlpraper@hotmail.com  
2025-01-17 - 0:02:59 AM GMT
-  Signer mlpraper@hotmail.com entered name at signing as Daniel Raper  
2025-01-17 - 0:03:41 AM GMT
-  Document e-signed by Daniel Raper (mlpraper@hotmail.com)  
Signature Date: 2025-01-17 - 0:03:43 AM GMT - Time Source: server
-  Agreement completed.  
2025-01-17 - 0:03:43 AM GMT

## REAL ESTATE PURCHASE AND SALE CONTRACT

The City of Flagstaff, a municipal corporation organized and existing under the laws of the State of Arizona (“Seller” or “City”) and Silver Saddle Development, LLC, an Arizona limited liability company (“Buyer”) hereby enter this Real Estate Purchase and Sale Contract (“Contract”).

1. Property: The Buyer agrees to purchase, and Seller offers to sell, parcel number 301-08-003F, property located on Silver Saddle Road, Flagstaff, Arizona, 86004, legally described and depicted in the Exhibit “A”, attached hereto (“the Property”). The Property shall include all improvements thereon, together with all right, title, and interest of Seller in and to (a) all development rights and credits, air rights, water, and water rights; (b) all easements, rights-of-way, public ways, or other rights appurtenant, adjacent, or connected thereto; (c) minerals, oil, gas, and other hydrocarbon substances therein, thereunder, or that may be produced therefrom; and (d) any other rights, privileges, appurtenances, hereditaments, tenements, easements, reversions, and remainders pertaining thereto or used in connection therewith.
2. Authorization: On January 14, 1993 the Council of the City of Flagstaff passed and adopted Ordinance 1771 authorizing the sale of City of Flagstaff Property in Koch Field.
3. Purchase Price for Property: The Buyer agrees to pay the City the sum of Eight Hundred Twenty-Three Thousand Dollars (\$823,000.00) (the “Purchase Price”).
4. Conveyance of Property: Seller shall convey the Property to the Buyer by Special Warranty Deed.
5. “AS IS CONDITION”: Seller and Buyer agree that the Premises is being sold in its existing condition (“AS IS”) and Seller makes no warranty to Buyer, either express or implied, as to the condition of the Premises.
6. Opening of Escrow and Earnest Deposit: Within five (5) business days of Buyer’s and Seller’s execution of this Agreement, and approval of this Agreement by the Flagstaff City Council, Buyer shall open escrow and deposit the sum of a Ten Thousand Dollars (\$10,000.00) (the “Earnest Deposit”) with Pioneer Title Agency, Inc. of Flagstaff, Arizona (the “Escrow Agent” or “Title Company”) to be applied against the Purchase Price at the Close of Escrow. The Opening of Escrow shall be deemed to be the date in which the Earnest Deposit and this Agreement are delivered to the Escrow Agent, which shall not occur until after the Flagstaff City Council has approved this Agreement.

The Earnest Money shall be refundable during the Due Diligence Period (defined below) and upon expiration of the Due Diligence Period, unless this Agreement is earlier terminated, then the Earnest Money shall become non-refundable to Buyer, unless Seller fails or refuses to consummate the transaction in accordance with the terms of this Agreement (and Buyer is not in breach hereof).

7. Title: Within (5) days of Opening of Escrow, Escrow Agent, at Seller’s sole cost and expense, shall deliver to the Buyer and Seller a preliminary title report pertaining to the Property, with a liability amount of the Purchase Price (the “Title Commitment”). On or before fifteen (15) days after receipt of the Title Commitment (“Title Review Period”), the Buyer shall notify Seller of any matters or exceptions shown on the Title Commitment, or on any documents identified in the Title Commitment as title exceptions, that are not acceptable to the Buyer (the “Objections”). Any matters or title exceptions to which the Buyer does not object within such time period shall be deemed to be acceptable matters. Mortgages, deeds of trust and other liens encumbering the Property shall be cleared at or before Closing by Seller. Taxes shall be prorated.
  - a. Buyer’s Objection to Title Matters; Seller’s Cure: In the event Buyer fails to object to any matters in the Title Commitment in writing within the Title Review Period, the Title Commitment shall be deemed approved and all matters therein shall be deemed Permitted Exceptions. In the event Buyer

provides notice of any Buyer's Objections to Seller and Escrow Agent within the Title Review Period, Seller shall have the right, but without the obligation, to elect to cure any Buyer's Objections by providing notice to Buyer within ten calendar (10) days from receipt of Buyer's notice or as otherwise set forth below. Seller shall be obligated to cure those Buyer's Objections (or any other title matter) which are (i) financing liens of an ascertainable amount created by, under or through Seller, which liens Seller shall use reasonable efforts to cause to be released at or prior to Closing, or (ii) exceptions or encumbrances to title which are not Permitted Exceptions and which were voluntarily created by, under or through Seller, after the date this Agreement was executed, without Buyer's consent. If Seller fails to elect in writing to cure or advises Buyer that Seller will not cure, then Buyer shall have until three calendar (3) days after the expiration of Seller's cure period to either, as its sole remedy: (i) terminate this Agreement by written notice given promptly to the Seller, and subject to those provisions which survive closing or termination/cancellation, the rights and obligations of the Parties hereunder shall terminate, or proceed to Closing subject to such exceptions, but without any reduction in the Purchase Price hereunder.

- b. Extended Coverage Policy: At any time prior to Closing, Buyer may elect to receive an extended coverage owner's policy and may request title insurance endorsements not otherwise provided by Seller as outlined above, in which case Buyer shall be responsible for satisfying, at its cost and prior to Closing, the Title Company's requirements for such additional coverage or endorsements and, at Closing, Buyer shall pay the difference between the premium for such policy and any special endorsements requested by Buyer and the premium for a standard coverage policy in the amount of the Purchase Price. Buyer shall also be responsible for the premium for any lender's policies and any endorsements required by Buyer's lender, if any. In no event shall the Closing be conditional upon or extended because of Buyer's election of extended coverage or such special endorsements.

- 8. Due Diligence Period: Buyer shall have sixty (60) days from the opening of escrow to conduct any and all physical inspections, surveys, tests, environmental studies, reviews, geotechnical analyses, feasibility studies, hazardous materials contamination studies, reviews of zoning and use restrictions, and other inspections, reviews, assessments, and evaluations related to the Property as Buyer may deem necessary or appropriate in Buyer's sole discretion ("Due Diligence Period"). All such inspections, testing, studies, reviews, analyses, assessments and evaluations shall be conducted during normal business hours and at Buyer's sole cost. During the Due Diligence Period, Buyer and Buyer's agents, representatives and consultants, shall have access to the Property for the purpose of conducting such inspections, testing, studies, review, analyses and assessments. Buyer's access to the Property during the Due Diligence Period is conditioned upon: (i) Buyer having insurance coverage in place applicable to all such due diligence work Buyer may perform, or have performed on Buyer's behalf, in amounts sufficient to cover whatever damage Buyer's due diligence work may cause to the Property; and (ii) Buyer's agreement to indemnify and hold Seller harmless from and against any and all such damage to the Property.

- a. Termination of Agreement, Buyer's Sole Discretion; Earnest Money: At any time prior to 5 p.m. (MST) on the 60th day of the Due Diligence Period, Buyer may terminate this Agreement for any reason related to discovery of information about the Property during the Due Diligence Period in Buyer's sole discretion by written notice to both Seller and the Title Company of Buyer's decision to terminate. In the event Buyer terminates this Agreement prior to the expiration of the Due Diligence Period the Earnest Deposit shall be refunded to Buyer and Buyer and Seller shall have no further obligation to one another under this Agreement and this Agreement shall immediately become null and void, except for those provisions of this Agreement that expressly survive the Closing or earlier termination of this Agreement.

9. Entitlement Approval Period: Within five (5) business days after the expiration of Buyer's Due Diligence Period, if Buyer has not terminated this Agreement, Buyer shall deposit with the Title Company additional earnest money in the amount of Twenty-Five Thousand Dollars (\$25,000.00), which additional earnest money shall be non-refundable to Buyer, unless Seller fails or refuses to consummate the transaction in accordance with the terms of this Agreement (and Buyer is not in breach hereof), but shall be credited by the Title Company towards Buyer's payment of the Purchase Price at Closing. Upon the timely deposit of this additional earnest money, Buyer shall have two hundred ten (210) days from the expiration of the Due Diligence Period to work with Coconino County and proceed through the County's design review, planned development, site plan application, and rezoning processes (for manufactured housing), or any other entitlements desired by Buyer, and obtain any and all entitlements and approvals deemed necessary or suitable by Buyer, all at Buyer's sole cost and expense ("Entitlement Approval Period"). Buyer and Seller agree that Buyer's additional \$25,000.00 earnest money shall be released by the Title Company to Seller as soon as practical after the deposit is made. At Buyer's option, upon the deposit of an additional Twenty-Five Thousand Dollars (\$25,000), which shall be non-refundable to Buyer, unless Seller fails or refuses to consummate the transaction in accordance with the terms of this Agreement (and Buyer is not in breach hereof), but shall be credited by the Title Company towards Buyer's payment of the Purchase Price at Closing, the Entitlement Approval Period may be extended for an addition ninety (90) days.
  - a. Seller's Cooperation: Seller agrees to cooperate with Buyer in Buyer's entitlement effort. Seller further agrees to conditionally approve, authorize and execute all documents that may be required by the County or Buyer in Buyer's entitlement efforts, subject to Buyer's completion of the transaction. All such documents that the County or Buyer may request that Seller approve, authorize or execute, shall state that the fulfillment of the purpose of such documents is conditioned upon Buyer successfully closing the transaction. If the Buyer fails or refuses to consummate the transaction in accordance with the terms of this Agreement (and Seller has cooperated as required herein), Buyer shall transfer all pre-development documents to City in addition to forfeit of the earnest money (\$35,000.00).
10. Closing. The consummation of the transaction contemplated by this Contract ("Close of Escrow" or "COE") shall occur upon expiration of the Entitlement Approval Period, as the same may be extended in Buyer's sole discretion, subject to the provisions of Paragraph 9, above. If Escrow Company or Recorder's office is closed on the scheduled closing date, Close of Escrow shall occur on the next day that both are open for business. Buyer may accelerate the Closing Date by providing written notice to Seller, and closing shall occur within fifteen (15) days of Buyer providing notice of such accelerated Closing Date. The Closing shall occur at the offices of the Escrow Agent, or at such other place as Seller and Buyer may agree in writing. Closing shall be deemed to have occurred when (i) all closing documents contemplated by this Contract have been delivered to, received by, and executed by the appropriate parties, (ii) all conditions to such Closing contemplated by this Contract have been satisfied or waived, (iii) the funds required to be paid under this Contract have been properly delivered to Escrow Agent and are available for distribution to Seller by Escrow Agent, (iv) the deed required pursuant to Conveyance has been recorded.
11. Warranties by Seller: The City agrees and acknowledges that no representations, statements or warranties have at any time been made by Seller, or any agent of Seller, as to the condition, quality, quantity, operation, state of repair, or prospects of the Property, or any other matter concerning the Property, in any respect.
12. Brokerage: The City warrants to the Buyer that they have not dealt with any Broker in connection with the sale of the Property. If any person shall assert a claim to a finder's fee, brokerage commission or other compensation account of employment or alleged employment as a finder or broker or performance of services as a finder or on broker in connection with this transaction, the party under whom the finder or broker is claiming shall indemnify, defend and hold the other party harmless from and against any such

claim and all costs, expenses and liabilities incurred in connection with such claim or any action or proceeding brought on such claim, including, but not limited to, counsel and witness fees and court costs in defending against such claim. This indemnity shall survive the close of escrow or the cancellation of the Contract. Buyer agrees to pay Broker fees, referral fees or finder fees associated with Buyer's fees, if any.

13. Assessment Liens: The amount of any assessment that is a lien as of the COE, shall be paid in full by Seller prior to COE. Any assessment that becomes a lien or property tax that becomes due after COE is the Buyer's responsibility.
14. Seller Warranties: Seller warrants and shall maintain the Premises until COE.
15. Closing Costs: All closing costs incurred in the transfers of the Property shall be paid in accordance with the customs of real estate transactions presently in effect in Coconino County, Arizona, as determined by the Escrow Agent.
16. Distribution of Proceeds upon Closing: The proceeds of the sale (Purchase Price less Closing Costs attributable to Seller) shall be distributed to Seller by the Escrow Agent. Seller is responsible for verifying accuracy of distribution of proceeds with the Escrow Agent and the Buyer has no liability for any errors.
17. Cure Period: A party shall have an opportunity to cure a potential breach of this Contract. If a party fails to comply with any provision of this Contract, the other party shall deliver a notice to the non-complying party specifying the non-compliance. If the non-compliance is not cured within five (5) business days after delivery of such notice (Cure Period), the failure to comply shall become a breach of Contract.
18. Attorneys' Fees and Costs: If any action is brought by either party in respect to its rights under this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and court costs as determined by the court.
13. Buyers Remedies: In the event of default by the City, the Buyer at its sole remedy shall have the right to specific performance or to cancel this Contract and to retain the Earnest Deposit, together with all accrued interest, as liquidated damages. Buyer and the City agree that it would be impractical or extremely difficult to fix actual damages in case of the City's default; that the amount of the Deposit paid by Buyer reasonable estimate of the Buyer's damages in case of City's default; that Buyer shall retain said Deposit as its damages; and that, thereafter, neither party shall have any further obligations to the other under this Contract, except with respect to obligations which expressly survive the cancellation of this Contract.
19. Sellers Remedies: In the event of default by Buyer, Seller's sole remedy shall be to cancel this Contract and to retain the Earnest Deposit and all additional deposits made hereunder, together with all accrued interest, as liquidated damages and the pre-development documents as outlined in section 9(a). Buyer and the City agree that it would be impractical or extremely difficult to fix actual damages in case of the Buyer's default; that the amount of the Earnest Deposit paid by Buyer is a reasonable estimate of the City's damages in case of Buyer's default; that City shall retain said Earnest Deposit and pre-development documents as its damages; and that, thereafter, neither party shall have any further obligations to the other under this Contract, except with respect to obligations which expressly survive the cancellation of this Contract.
20. Time of the Essence: The parties hereto expressly agree that time is of the essence with respect to this Contract.
21. Notices: Any notice, which a party is required or may desire to give the other, shall be in writing and shall be sent either (a) by United States registered or certified mail, return receipt requested, postage

prepaid, or (b) by a generally recognized overnight carrier providing proof of delivery. In addition, notice shall also be provided via email to such party. Any such notice shall be addressed to a party at such party's address appearing next to such party's signature on last page of the main body of this Contract. Any notice so given shall be deemed to have been given as of the date of actual receipt. Notices shall be addressed to the parties as follows:

**SELLER:**

City of Flagstaff  
Attn: Real Estate Manager  
211 W. Aspen Avenue  
Flagstaff, AZ 86001  
FAX (928) 779-7656  
Email: Bryce.Doty@flagstaffaz.gov

**Copy to:**

Grants and Contracts Administration  
211 W. Aspen Avenue  
Flagstaff, Arizona 86001  
Email: grants.contracts@flagstaffaz.gov

**BUYER:**

Name: Silver Saddle Development, LLC, an Arizona limited liability company  
Address: P.O. Box 2086  
Flagstaff, AZ 86003  
Email: [palmerdarris@gmail.com](mailto:palmerdarris@gmail.com)

**Copy to:**

Aspey, Watkins & Diesel, PLLC  
ATTN: Trevor T. Kortsen  
123 N. San Francisco St., Suite 300  
Flagstaff, Arizona 86001  
Email: [tkortsen@awdlaw.com](mailto:tkortsen@awdlaw.com)

22. Governing Law: The laws of the State of Arizona shall govern the validity, construction, enforcement and interpretation of this Contract.
23. Severability: In the event that any phrase, clause, sentence, paragraph, section or other portion of this Contract becomes illegal, null or void or against public policy for any reason, or is held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Contract will not be affected thereby and will remain in force and effect to the fullest extent permitted by law.
24. Entire Contract: This Contract embodies the entire Contract of the parties. Any amendments hereto shall be in writing and executed by the parties hereto. All exhibits attached hereto are a part of this Contract for all purposes.
25. Successors in Interest: This Contract shall bind and inure to the benefit of the City, and their heirs, executors, administrators, successors and permitted assigns.
26. Survival of Closing: Each of the covenants, conditions, agreements and representations contained in this Contract shall survive the closing hereunder and the recordation of the Special Warranty Deed.

27. Terms of Acceptance: This offer will become a binding Contract when acceptance is signed by Seller and a signed copy delivered in person, by mail, facsimile or electronically, and received by the City of Flagstaff by January 22, 2025 at Time 5:00 PM, Arizona Standard Time.

IN WITNESS WHEREOF, Buyer and Seller have executed this Contract on the date set forth below.

**BUYER: Silver Saddle Development LLC,  
an Arizona limited liability company**

By:  Darris Palmer (Jan 16, 2025 17:01 MST)

Darris Palmer, Manager

Date: Jan 16, 2025

By: *Daniel Raper* Daniel Raper (Jan 16, 2025 17:02 MST)

Daniel Raper, Manager

Date: Jan 16, 2025

SELLER:

City of Flagstaff, an Arizona municipal corporation

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

Becky Daggett, Mayor

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

ATTEST:

\_\_\_\_\_

City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_

Senior Assistant City Attorney

**Exhibit "A"**

LOT 3, KOCH FIELD AMENDED, as recorded in Book 11 of Surveys, Pages 85, 85A and 85B, records of Coconino

County, Arizona, located in the North half of Section 26, Township 22 North, Range 8 East of the Gila and Salt River Base

and Meridian, Coconino County, Arizona;

EXCEPTING THEREFROM that portion conveyed to Doney Park Rural Fire District (now known as Summit Fire District)

by instrument recorded in Docket 1878, Page 185 and corrected by instrument recorded in Docket 2051, Page 968, records of

Coconino County, Arizona, described as follows:

FOR REFERENCE begin at the Southwest corner of said Lot 3;

Thence North 00° 28' 30" East, a distance of 932.47 feet to the TRUE POINT OF BEGINNING;

Thence South 89° 25' 15" East, a distance of 374.22 feet;

Thence South 00° 00' 00" East a distance of 302.37 feet;

Thence South 89° 59' 59" West, a distance of 376.68 feet back to the TRUE POINT OF BEGINNING;

AND EXCEPTING THEREFROM that portion conveyed to Coconino County by instrument recorded in Instrument No.

3001957, records of Coconino County, Arizona, described as follows:

BEGINNING at the Southwest corner of said Lot 3;

Thence South 89° 51' 30" East, a distance of 1286.62 feet to the corner of said Lot 3;

Thence North 00° 00' 00" West, a distance of 928.06 feet to the corner of said Lot 3;

Thence South 89° 59' 59" West, a distance of 902.21 feet to the corner of said Lot 3 and the and the Southeast corner of that parcel

described in Docket 1878, Page 185, records of Coconino County, Arizona, and Amended in Affidavit of Correction

recorded in Docket 2051, Page 968, records of Coconino County, Arizona;

Thence continuing South 89° 59' 59" West, a distance of 376.69 feet to a point on the West line of said Lot 3;

Thence South 00° 28' 10" West, a distance of 932.47 feet, to the POINT OF BEGINNING;

AND EXCEPTING THEREFROM that portion conveyed to School District No. 1 of Flagstaff, Arizona by instrument

**Exhibit "A"**

recorded in Instrument No. 3375124, records of Coconino County, Arizona, described as follows:

COMMENCING at the Northwest corner of said Lot 3, also known as the West 1/16<sup>th</sup> corner of said Section 26, being a 2-

inch ARENCO aluminum cap marked LS 13010;

Thence South 00° 01' 51" West, along the line common to said Lot 3 and Cromer School, as described in Docket 756, Page

426, records of Coconino County, Arizona, a distance of 40.00 feet to the South line of Silver Saddle Road as described in

Instrument No. 3218931, records of Coconino County, Arizona, being the TRUE POINT OF BEGINNING;

Thence continue South 00° 01' 51" West, along said common line, a distance of 410.00 feet;

Thence South 89° 52' 26" East, being parallel with the South right of way line of Silver Saddle Road, as described in said

Instrument No. 3218931, a distance of 159.00 feet;

Thence North 00° 01' 51" East, a distance of 410.00 feet to said South right of way line;

Thence North 89° 52' 26" West, along said right of way line, a distance of 159.00 feet to the TRUE POINT OF

BEGINNING;

AND EXCEPTING THEREFROM any portion lying within the right of way for Silver Saddle Road as conveyed to

Coconino County, a political subdivision of the State of Arizona by Instrument No. 3218931, records of Coconino County,

Arizona, described as follows:

BEGINNING at a found P.K. nail in a 2-1/2 inch diameter pipe at the Northwest corner of Section 26, from which a found

aluminum cap stamped PE 2007 at the North quarter corner of Section 26, bears North 89° 48' 55" East, a distance of

2664.52 feet (measured and Basis of Bearings for this description);

Thence North 89° 48' 55" East, along the North line of Section 26, a distance of 1332.82 feet to the Northwest corner of said

parcel and the TRUE POINT OF BEGINNING;

Thence North 89° 48' 55" East, along the North line of Section 26, a distance of 892.32 feet to the Northeast corner of said

parcel;

**Exhibit "A"**

**Thence South 00° 10' 46" East, along the East line of said parcel, a distance of 40.00 feet;**

**Thence South 89° 48' 55" West, parallel with and 40.00 feet South of the North line of Section 26, a distance of 892.61 feet**

**to a point on the West line of said parcel;**

**Thence North 00° 14' 12" East, along the West line of said parcel, a distance of 40.00 feet to the TRUE POINT OF**

**BEGINNING.**










# PSA Silver Saddle- FINAL

Final Audit Report

2025-01-17

Created:	2025-01-16
By:	Emma Perkins (eperkins@awdlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKAoH6ldXI3LGL7ug45CG8MgHnbsRSB8c

## "PSA Silver Saddle- FINAL" History

-  Document created by Emma Perkins (eperkins@awdlaw.com)  
2025-01-16 - 11:59:34 PM GMT
-  Document emailed to Darris Palmer (palmerdarris@gmail.com) for signature  
2025-01-16 - 11:59:56 PM GMT
-  Document emailed to mlpraper@hotmail.com for signature  
2025-01-16 - 11:59:56 PM GMT
-  Email viewed by Darris Palmer (palmerdarris@gmail.com)  
2025-01-17 - 0:01:05 AM GMT
-  Document e-signed by Darris Palmer (palmerdarris@gmail.com)  
Signature Date: 2025-01-17 - 0:01:45 AM GMT - Time Source: server
-  Email viewed by mlpraper@hotmail.com  
2025-01-17 - 0:02:07 AM GMT
-  Signer mlpraper@hotmail.com entered name at signing as Daniel Raper  
2025-01-17 - 0:02:47 AM GMT
-  Document e-signed by Daniel Raper (mlpraper@hotmail.com)  
Signature Date: 2025-01-17 - 0:02:49 AM GMT - Time Source: server
-  Agreement completed.  
2025-01-17 - 0:02:49 AM GMT

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council  
From: Jackson Salazar, Plan Reviewer  
Co-Submitter: Lee Williams  
Date: 02/07/2025  
Meeting Date: 02/18/2025



---

**TITLE:**

**Consideration and Adoption of Resolution No. 2025-09 and Ordinance No. 2025-03:** An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 13-09-002-0012, Private Pressure Wastewater Mains and Services.

**STAFF RECOMMENDED ACTION:**

**At the February 18, 2025 Council Meeting:**

- 1) Read Resolution No. 2025-09 by title only
- 2) City Clerk reads Resolution No. 2025-09 by title only (if approved above)
- 3) Read Ordinance No. 2025-03 by title only for the first time
- 4) City Clerk reads Ordinance No. 2025-03 by title only (if approved above)

**At the March 4, 2025 Council Meeting:**

- 5) Adopt Resolution No. 2025-09
- 6) Read Ordinance No. 2025-03 by title only for the final time
- 7) City Clerk reads Ordinance No. 2025-03 by title only (if approved above)
- 8) Adopt Ordinance No. 2025-03

**Executive Summary:**

This code amendment will allow for publicly owned pressure wastewater systems, mains, and services and outlines the standards and specifications for new pressure wastewater mains, lift stations, and services. The current code prohibits the public ownership of pressurized wastewater mains.

**Financial Impact:**

There are ongoing costs associated with the ownership and operation of pressure wastewater systems. The code amendment will include 10 years Operation and Maintenance Costs to be paid by the developer. The City will collect the standard water and wastewater buy-in fees and rates from the new customers connected to pressure wastewater mains and systems. By being proactive in this decision the City will set a high standard for lift station construction and avoids the potential of taking over a lift station that has been improperly maintained under private ownership.

**Policy Impact:**

This will enact a new policy to allow for public ownership of pressurized wastewater systems. This is currently prohibited by City Code.

**Previous Council Decision or Community Discussion:**

None

## **Options and Alternatives to Recommended Action:**

- 1 . Approve the proposed Pressure Wastewater Code Amendment text.
2. Do not approve Pressure Wastewater Code Amendment text, pressure wastewater systems for developments requiring pressure systems will be privately owned and operated.

## **Background and History:**

The current City of Flagstaff code does not allow for any public pressurized wastewater systems. Historically, any development projects that required a pressure wastewater system were reviewed on a case by case basis. The city currently owns and operates one low pressure wastewater system for a small portion of a subdivision and one lift station that pumps wastewater into the Rio de Flag Wastewater Plant. There are large areas within the city limits that do not gravity flow to a treatment plant and will require some kind of pressure wastewater system to be able to provide wastewater service. Water Services is now proposing a code change that would allow for public pressurized wastewater systems within these areas that are outside the gravity wastewater shed for the wastewater treatment plants. Water Services has researched other municipalities in Arizona and throughout the nation that allow for pressurized wastewater systems. Water Services is recommending a policy change that would allow for the public ownership of pressurized wastewater systems and lift stations. This will mitigate the risk to the City by ensuring that all new lift stations that are to be publicly owned are built to a high standard. Other municipalities have faced forced takeovers of pressure wastewater systems that were built to poor standards which can put unexpected burdens on the local utility. Water Services also sees benefit in providing wastewater service to these areas as it will create additional reclaimed water from the additional wastewater collected. The new policy would still allow for private ownership in certain cases if water services does not see benefit in ownership.

**Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:** The code amendment allows for pressurized wastewater mains to be extended to areas that are unable to be served by gravity wastewater systems. This limits new septic installations and allows the city to recover reclaimed water from previous septic customers as well as new customers that would be on septic. This benefits the reclaimed water supply and water quality concerns that can arise from densely spaced septic systems. It also provides equitable water and wastewater service to those outside of the gravity wastewater shed. The new standards will allow for the extension of the public system within the Urban Growth Boundary to new areas that may otherwise be served by a private entity.

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

**High Performing Governance:** Serve the public by providing high quality customer service

**Sustainable and Innovative Infrastructure:** Utilize existing long-range plans that identify the community's future infrastructure needs and all associated costs

## **Connection to Regional Plan:**

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

**Goal WR.3:** Satisfy current and future human water demands and the needs of the natural environment through sustainable and renewable water resources and strategic conservation measure.

**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 an efficient delivery of services.

**Goal WR.6:** Protect, preserve, and improve the quality of surface water, groundwater, and reclaimed water in the region.

**Goal CD.1:** Improve the City and County financial systems to provide for needed infrastructure development and rehabilitation, including maintenance and enhancement of existing infrastructure.

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

WS-1 Improve water infrastructure and expand water reuse.

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

None

---

**Attachments:**    Gravity Wastewater Shed Map  
                          Res. 2025-09  
                          Pressure Wastewater Code Amendments  
                          Ord. 2025-03



**RESOLUTION NO. 2025-09**

**A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED “2025 - PRESSURE WASTEWATER CODE AMENDMENT”**

**RECITALS:**

WHEREAS, pursuant to A.R.S. § 9-240(5) a municipality may provide pipelines and infrastructure for wastewater, including improvements and updates to the types of wastewater mains and services; and

WHEREAS, pursuant to A.R.S. § 9-511 a municipality may engage in the business of a utility, including the reception and treatment of wastewater, and improving or adding different types of wastewater mains and services; and

WHEREAS, pursuant to A.R.S. § 9-511.01 a municipality may provide funding for proper maintenance of all types of wastewater mains and services, including updating and constructing additional infrastructure to become part of the City’s wastewater mains and services; and

WHEREAS, Flagstaff City Code Section 13-09-002-0012 provides information and regulations regarding pressure wastewater mains and services; and

WHEREAS, Flagstaff City Council now desires to make amendments to the Flagstaff City Code Section 13-09-002-0012 related to pressure wastewater mains and services; and

WHEREAS the City of Flagstaff wishes to incorporate by reference amendments to the Flagstaff City Code Section 13-09-002-0012, Ordinance No. 2025-03, 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 “2025 – Pressure Wastewater Code Amendment” attached hereto as Exhibit A is hereby declared to be a public record, and one (1) paper copy and one (1) electronic copy shall remain on file with the City Clerk in compliance with A.R.S. § 44-7041.

**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 4th day of March, 2025.

---

MAYOR

ATTEST:

---

CITY CLERK

APPROVED AS TO FORM:

---

CITY ATTORNEY

Exhibits:

A. 2025 – Pressure Wastewater Code Amendment

# 2025 – Pressure Wastewater Code Amendment

Provisions that are being deleted are shown in strikethrough text.  
Provisions that are being added are shown in red text.

Section 1. Amend Flagstaff City Code Section 13-09-002-0012 Pressure Wastewater Mains and Services, as follows:

13-09-002-0012 Pressure Wastewater Mains and Services

~~A.— All proposed public sewer systems shall be gravity flow. Public pressure sewer systems including piping, lifts, and appurtenances are prohibited. No public sewer lift stations will be permitted within the City system.~~

~~B.— Private pressure sewer systems, including individual pressure sewer services are not allowed unless approved by the Utilities Division and the City Engineer. Off-site extensions of the public system in order to provide gravity service may be required. Should a private system be allowed, the following criteria shall be addressed prior to plan approval:~~

~~1.— A provision for continued operation by the appropriate Class or Grade Operator as required in AAC R18-05-114.~~

~~2.— A provision for scheduled routine operation and maintenance by qualified personnel and an operation and maintenance manual approved by ADEQ.~~

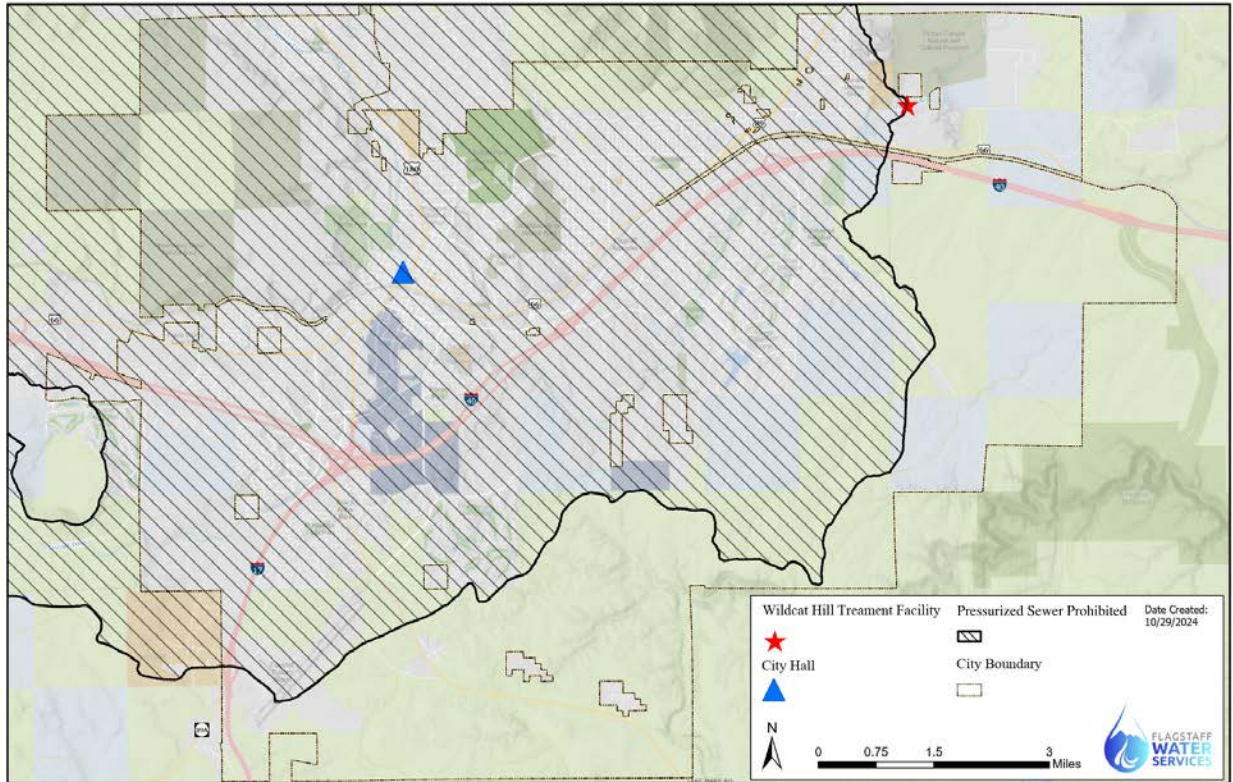
~~3.— An emergency spill prevention and response plan shall be kept at the site and include provisions for twenty-four (24) hour response and mitigation by qualified personnel.~~

~~4.— In accordance with AAC R18-9-E301, sewer collection, force mains, and lift stations having the design flow of ten thousand (10,000) gpd or more shall maintain and revise, when needed, an operation and maintenance plan at the operator's control center (office) and the appropriate field person's vehicle.~~

~~5.— When a lift station is installed as an interim condition until the future extension of a gravity main, the developer shall pay to the City Utilities Division the estimated cost of decommissioning and removing the lift station and connecting to the gravity main.~~

**A. All proposed public wastewater systems shall be gravity flow within the gravity wastewater shed of the Wildcat Hill Wastewater Treatment Plant (see **Figure 13-09-002-02** for a map of the gravity wastewater shed of the Wildcat Hill Wastewater Treatment Plant). Public pressure wastewater systems including pressure piping, lift stations, and appurtenances are prohibited within this area.**

**B. Where pressure systems are allowed, they will transition back to gravity as soon they cross into the gravity wastewater shed as shown in Figure 13-09-002-02.**



**Figure 13-09-002-02 Gravity Wastewater Shed of Wildcat Hill Wastewater Treatment Plant**

C. All proposed designs shall meet requirements of Arizona Administrative Code Title 18, Chapter 9.

13-09-002-0012.1 Lift Stations

A. A development agreement will be required for any new development that requires a lift station.

1. The development agreement shall include a payment of 10 years operation and maintenance which will be included on the Estimate of Probable Cost submitted for the project. The payment will be collected before the issuance of the public improvements permit.

B. The location of the lift station should be chosen so that the entire lift station drainage area can be served by gravity up to the lift station. Lift station sites may not be located in floodways, floodplains or other locations subject to inundation. The lift station must be accessible and free of inundation during the 100 year flood event.

C. Design should accommodate for expansion of lift station capacity with development while meeting wet well retention and pump cycling/capacity criteria. Capacities of lines are to be determined for an entire drainage area, developed or undeveloped, which may be reasonably serviced by the proposed system or by future extensions of the system. Densities will be estimated from the land use plan of the current Regional Plan. Use Table 13-09-002-01, to determine number of persons per unit for different dwelling types. All lift stations and force

mains must be designed for peak flow in accordance with Table 13-09-002-01 and Figure 13-09-002-01.

D. Minimum design considerations by the Water Services Division for lift station facilities are as follows:

1. A communications link will be provided by fiber optic cable to the nearest City facility if the facility is within one mile of the lift station. If the facility is greater than one mile away from the site, then a microwave tower may be constructed instead of the fiber optic cable. A SCADA communications plan must be submitted for plan approval.

- a. All components of the SCADA system shall be included in the communications plan including at a minimum monitoring instruments, programmable logic controllers (PLCs), remote terminal unit (RTUs) and variable frequency drives (VFDs). These components shall be compatible with the existing COF SCADA system.

2. An outflow meter will be provided at the lift station. Meters will be submitted and approved by the Water Services Division. The outflow meter shall be an ultrasonic flow meter that is compatible with COF SCADA systems. The flow meter shall be sized to meet both low and high flow ranges per manufacturer recommendations. The flow meter shall be located in a vault easily accessible and visible within the site. The flow meter shall have a pressure rating greater or equal to the pipeline it is connected to, and shall be rated for wastewater.

3. An alarm with an automated callout system will be required. The system will be submitted and approved by the Water Services Department. The alarm and automated callout system shall be functional before acceptance of the wastewater system. An override button shall be provided at the lift station site to allow for maintenance to be completed without triggering alarms.

4. The lift station shall be equipped with a standby power system. This system shall include at a minimum, an automatic transfer switch, a diesel generator, and a fuel tank of sufficient capacity to allow continuous operation under full load for 24-hours.

5. Design shall allow for continuity of pumping operation during service and cleaning through the incorporation of bypass pumping connections that allow the main wet well to be bypassed for maintenance other design as approved by the City Engineer and Water Services Director.

- a. A cleanout pipe will be provided that allows for a vacuum truck to connect and clean the lift station.

6. All pumps must be submitted and approved by COF Water Services Division. Minimum design requirements for pumps are as follows:

- a. Nonclog submersible wastewater pumps shall be used for the lift station.

- b. The pump will require at least one back up for redundancy. The pump system shall be set up so that both pumps are regularly operated using a duplex system or similar system that balances the wear on the pumps.

- c. Pumps shall be designed with a rail system and hoist to allow for the pumps to be easily lifted and lowered into the wet well for pump replacements.
7. All lift interior lift stations components shall be coated with a corrosion resistant epoxy coating rated for wastewater.
8. Check valves, air release valves, plug valves, and flow meters shall be located in a separate vault within the lift station.
  - a. Provided on pump discharges 8" and smaller. Check valves shall be rated for wastewater and feature a corrosion resistant epoxy coating. Check valves shall have a pressure rating equal to or greater than the pipeline they are connected to.
  - b. Air release valves shall be combination type and rated for wastewater. Air release valves shall be Cla-Val or approved equal.
  - c. Eccentric plug valves shall be provided on the discharge of all pumps. Install the plug valves horizontally so the plug rotates up 90° to open and the plug seat is facing downstream when closed. The plug valves shall be located downstream of the check valves. All valve materials shall be rated for wastewater and shall have a minimum of 40 mils of ceramic epoxy lining.
9. Fall protection shall be provided at the wet well entry hatch.
10. An odor control system shall be required. The odor control system must be submitted and approved by the Water Services Division.
11. A minimum eight (8) foot tall CMU masonry wall around the perimeter with a locked entrance gate.
  - a. The wall shall be compatible with the surrounding environment, including landscaping.
12. The facility entrance shall have a twelve (12) foot wide double drive access gate with at least twelve (12) feet clear space.
13. The station shall have a paved access road at least twelve (12) feet wide with a maximum slope not to exceed ten percent (10%)
  - a. A forty-five (45) foot radius or hammerhead turnaround shall be provided if the access road exceeds fifty (50) feet in length.
14. The interior of the compound shall be surfaced with four (4) inches of asphaltic cement pavement.
15. Service vehicle access to major station components shall be incorporated in the station design.
16. Down cast facility lighting, both wall mounts and pole mounts shall be provided with at least one (1) photocell operated light.

a. The light switch shall be located next to the access gate in the interior of the compound.

b. Lights shall be dark sky compliant.

E. An operation and maintenance plan for the lift station and its components must be provided and approved by COF Water Services Division. The operation and maintenance plan shall be provided for all equipment and systems, valves, instruments and control devices, and electric gear. The operation and maintenance plans shall include at a minimum:

a. Contact information for the Contractor, Engineer, and Supplier

b. Engineer approved submittals

c. Disassembly drawings

d. Operating instructions

e. Test data

f. Maintenance recommendations and schedule

g. Troubleshooting procedures

h. Recommended spare parts

i. Warranty terms and duration

F. An Engineer's Design Report must be prepared and submitted. The report shall be prepared, signed and sealed by an Arizona Registered Engineer. It shall be submitted to the City for review and approval and will include, at a minimum, the following:

a. Description of design criteria to be utilized other than this document,

b. Flow computations, including a complete analysis of the downstream gravity system's capacity to convey such flows in addition to other design flows and if mitigation measures such as gravity wastewater up-size, flow equalization basins or other measures are warranted.

c. Wet well volume calculations,

d. Retention and pump cycling calculations,

e. Hydraulic analysis including friction and minor head loss calculations,

f. Calculated system curves with overlaid pump curves,

g. Surge protection recommendations

h. Structural component description and calculations

- i. Electrical, instrumentation, and process description, control description, and calculations,
- j. Analysis and design solutions to control corrosion, odor, and noise in the lift station, force-main and downstream gravity wastewater system
- k. Define site, right-of-way, and easement requirements,
- l. Listing of permit requirements,
- m. Geotechnical investigation,
- n. Cost estimate based on unit costs for major elements of work following this design criteria.

### 13-09-002-0012.2 Wastewater Force Mains

- A. Velocities in force mains shall be determined for design capacities using the Hazen Williams formula. Flow capacities shall also be determined using the Hazen Williams formula.
- B. Design velocities for wastewater force mains shall comply with ARS R18-9-E301 with a minimum of 3 and maximum of 7 feet per second.
- C. New public wastewater force mains may be constructed using the following minimum material specification and subject to engineering analysis based on the specific design additional material specifications may apply:
  - 1. Class 200 (polyvinyl chloride) PVC conforming to the appropriate MAG section.
  - 2. Class 200 ductile iron pipe (DIP) conforming to the appropriate MAG section. DIP may be used for wastewater force mains, four (4) inches through twelve (12) inches in diameter. All ductile iron pipelines shall be polyethylene encased in accordance with MAG Specifications. When DIP is used, it shall be lined with Protecto 401 ceramic epoxy. Special design considerations may require a higher class rating of DIP.
  - 3. DR 11 High density polyethylene (HDPE) wastewater pipe conforming to MAG Section 738 and AWWA C906.
- D. Depth requirements for force mains shall conform to COF standards for water mains.
- E. Separation requirements shall meet requirements defined in COF Engineering Standards section 13-09-001-0004 and the current MAG standards whichever is greater.
- F. Force mains 6 inches and larger shall provide two-way cleanouts every 1,300 feet or 1-way cleanouts every 650 feet. Single cleanouts must be provided at all horizontal bends oriented in line with the downstream pipe. Lines 4 inches and smaller shall provide two-way cleanouts every 600 feet or 1-way cleanouts every 300 feet.
- G. Joint restraint will be required everywhere where there are horizontal or vertical bends and in areas where the pipe is above ground.
- H. Air release valves will be required at all high points.

### 13-09-002-0012.3 Force Main Discharge Manholes

- A. Force main discharge manholes should conform to City of Scottsdale Standard Detail 2402 or approved equal.
- B. Discharge manholes shall at a minimum be coated with a corrosion resistant epoxy coating approved by COF Water Services.

### 13-09-002-0012.4 Private Pressure Wastewater Systems

A. Private pressure wastewater systems, including individual pressure wastewater services are not allowed unless approved by the Utilities Division and the City Engineer. Off-site extensions of the public system in order to provide gravity service may be required. Should a private system be allowed, the following criteria shall be addressed prior to plan approval:

1. A provision for continued operation by the appropriate Class or Grade Operator as required in AAC R18-05-114.
2. A provision for scheduled routine operation and maintenance by qualified personnel and an operation and maintenance manual approved by ADEQ.
3. An emergency spill prevention and response plan shall be kept at the site and include provisions for twenty-four (24) hour response and mitigation by qualified personnel.
4. In accordance with AAC R18-9-E301, wastewater collection, force mains, and lift stations having the design flow of ten thousand (10,000) gpd or more shall maintain and revise, when needed, an operation and maintenance plan at the operator's control center (office) and the appropriate field person's vehicle.
5. Private pressure systems may not be placed within public Right-of-Way or public utility easement. Separate private utility easements may be required.
6. When a lift station is installed as an interim condition until the future extension of a gravity main, the developer shall pay to the City Utilities Division the estimated cost of decommissioning and removing the lift station and connecting to the gravity main.

**ORDINANCE NO. 2025-03**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 13-09-002-0012, PRIVATE PRESSURE WASTEWATER MAINS AND SERVICES, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED “2025 – PRESSURE WASTEWATER CODE AMENDMENT”; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE**

**RECITALS:**

WHEREAS, the City of Flagstaff wishes to amend provisions in Chapter 13-09-002-0012 related to pressure wastewater mains and services; and

WHEREAS, pursuant to A.R.S. § 9-240(5) a municipality may provide pipelines and infrastructure for wastewater, including improvements and updates to the types of wastewater mains and services; and

WHEREAS, pursuant to A.R.S. § 9-511 a municipality may engage in the business of a utility, including the reception and treatment of wastewater, and improving or adding different types of wastewater mains and services; and

WHEREAS, pursuant to A.R.S. § 9-511.01 a municipality may provide funding for proper maintenance of all types of wastewater mains and services, including updating and constructing additional infrastructure to become part of the City’s wastewater mains and services; and

WHEREAS, Flagstaff City Code Section 13-09-002-0012 provides information and regulations regarding pressure wastewater mains and services which the Flagstaff City Council desires to amend; and

WHEREAS, the Council has read and considered the staff report prepared by Water Services; and

WHEREAS, that certain document known as “*2025 – Pressure Wastewater Code Amendment*”, one (1) paper copy and one (1) electronic copy of which are on file with the City Clerk in compliance with A.R.S. § 44-7041, was declared to be a public record by Resolution No. 2025-09.

**ENACTMENTS:**

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:**

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. That certain document known as “*2025 – Pressure Wastewater Code Amendment*”, 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, and which document is declared a public record by Resolution No.

2025-09 of the City of Flagstaff, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance and its provisions are hereby declared to amend the Flagstaff City Code, replacing and superseding the existing relevant provisions of the City Code, as set forth therein.

SECTION 3. The amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will add to the public good as described in the General Plan.

SECTION 4. The amendment is internally consistent with other applicable provisions of the Flagstaff City Code.

SECTION 5. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 6. 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 7. 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 8. 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 4th day of March 2025.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Erin Young, Water Resources Manager  
**Co-Submitter:** Shannon Anderson  
**Co-Submitter:** Lee Williams  
**Date:** 02/13/2025  
**Meeting Date:** 02/18/2025




---

**TITLE**

**Discussion on reclaimed water rates following Council's request from the April 2, 2024 Council Meeting.**

**STAFF RECOMMENDED ACTION:**

Staff summarized the Reclaimed Water Working Group Guidance Document goals, actions, and considerations in the options below for Council consideration. In summary, the working group recommends implementing cost-based reclaimed water pricing during the next rate study (the water and reclaimed water rates study "check-in" is currently targeted for January 2026).

- Option 1: Explore water conservation and/or demand-smoothing actions now and direct staff to include a cost-of-service-based analysis in the next rate study
- Option 2: Do not take any action on reclaimed water rates at this time and monitor customer response to rate increases
- Option 3: Ask the Water Commission and/or Staff to take different action

**Executive Summary:**

At the April 2, 2024 Council meeting, Council requested that staff continue discussing reclaimed water rate policy as a topic separate from the formal rate study process. On October 17, 2024 the Water Commission recommended the establishment of a working group to further the discussion. The working group consisting of representatives from Water Services, the Water Commission (including the City Council Representative Sweet), selected Flagstaff City Departments, and reclaimed water customers developed the following recommendations:

1. Goals for an updated reclaimed water (RW) pricing system:
  - a. Provide simple, transparent logic.
  - b. Provide ongoing funding to sustain RW operations at a level consistent with the needs and expectations of customers.
  - c. Provide a method to address past questions concerning RW pricing fairness.
  - d. Provide mechanisms to incentivize conservation and demand smoothing to minimize potential future competition over RW supplies if the City of Flagstaff (COF) implements Indirect or Direct Potable Reuse (IPR/DPR).
  
2. To fulfill these goals, the working group recommends implementing cost-based RW pricing to replace the present 35%-of-potable pricing approach:
  - a. Will create rate structure unique from potable water and wastewater pricing.

- b. Should be implemented at the time of the next rate study, i.e., the working group does NOT recommend changing the 5-year RW price trajectory agreed during the most recent rate study.
  - c. The change in pricing methodology will be informed by a RW cost-of-service study presently planned by FWS for Q2 2026.
3. Key characteristics of the proposed cost-based plan and management approach:
- a. Flagstaff City Council will have an opportunity to review cost allocations between RW and wastewater.
  - b. Will include RW customers as partners in determining what capital improvement projects to include in any given rate period, balancing costs against system performance and maintenance requirements.
  - c. May include tiers or seasonal pricing to incentivize conservation and demand smoothing, developed internally or with the help of rate consultants.
  - d. Requires changing the City of Flagstaff Council-adopted 2014 Water Policies, Policy C1.1 for Reclaimed Water Enterprise Fund Cost Recovery, primarily by eliminating the contingency for funding RW from Potable Water.
4. Key additional recommendations:
- a. Expand the scope of Flagstaff Water Services (FWS) water conservation activities to include RW uses. RW customers and FWS should be informed by and target achieving RW usage rates as good as or better than the standards defined by the Arizona Department of Water Resources (ADWR) and the 5<sup>th</sup> Management Plan Work Group (aka "5MP").
  - b. If the COF decides to implement an IPR/DPR program, the Flagstaff City Council should evaluate the advantages and disadvantages of converting to a value-based RW pricing system in place of a cost-based system.

#### **Information:**

Since the 1960s, treated effluent has been purchased from the Wildcat Hill Wastewater Treatment Plant (now the Wildcat Hill Water Reclamation Plant) for irrigation of turf and golf courses to the area south of the treatment plant (the Continental area), but the expansion of a city-wide "reclaimed water" system did not occur until the mid-1990s. Coming into the 1990s, potable water use per capita was at an all-time high, and water managers and the City Council were seeking actions to reduce water demand while also increasing the City's water resources. With the State of Arizona advancing rules for reclaimed water in the 1980's, through aquifer recharge and recovery or direct use ("purple pipe") of reclaimed water, Flagstaff saw a significant opportunity to lower potable demand in the summer months by replacing outdoor irrigation with reclaimed water. It made financial sense to invest in a delivery system that targeted areas of highest consumption, namely, outdoor water use at institutions, parks, and golf courses. A reclaimed water delivery system was constructed in the middle of town at the current location of the Rio de Flag Water Reclamation Facility for the sole reason of providing reclaimed water to the new system. Most, if not all, new customers were encouraged to transition to reclaimed water through a lower water rate and up-front funding for the delivery system. Customers paid the City back for the infrastructure over some time, commonly 10 years, and today all customers have paid back the City for their portion of the infrastructure investment. Then and now, reclaimed water has consistently offset potable water demand by about 20% per year. Utilizing reclaimed water has reduced peak summer potable water demand by up to 35% by moving large tracts of irrigated turf at parks, golf courses, and athletic fields over to reclaimed water. This offset has deferred the drilling of water wells and delayed the need for projects such as the regional water project from the City's Red Gap Ranch.

Coming into the 2020s, water resources are and will continue to be a topic at the forefront for many communities in Arizona. Flagstaff has positioned itself exceptionally well through aggressive water policy and water rights work at the State level and with regional partners, actions of our City Council targeting water conservation and forward-thinking water planning work (i.e., the City's Designation of Adequate Water Supply), appropriate investment in water resources through water rates, and water efficiency and conservation actions by the community. Appropriate planning includes planning for water resource shortages



# Reclaimed Water Rates Discussion Follow-up from City Council

**Erin Young, Water Resources Section Director  
Lee Williams, Acting Director  
February 18, 2025**





# Agenda



## **Tonight's intent – Share feedback from Reclaimed Water Workgroup on considerations to City Council for reclaimed water rate setting**

### **Seeking Council Direction**

- Explore water conservation and/or reclaimed water demand-smoothing actions now and direct staff to include a cost-of-service-based analysis in the next rate study (Reclaimed Water Workgroup Recommendation)
- Do not take any action on reclaimed water rates at this time and monitor customer response to rate increases
- Ask the Water Commission and/or Staff to take different action



# Agenda



## **Tonight's intent – Share feedback from Reclaimed Water Workgroup on considerations to City Council for reclaimed water rate setting**

- Review of topic and why we bring this to City Council
- What is reclaimed water and what is the future of reclaimed water for Flagstaff
- Existing reclaimed water rates policy
- Existing reclaimed water rates
- Timeline of discussion with Water Commission and Reclaimed Water Workgroup
- Recommendation from Reclaimed Water Workgroup
- Questions, Discussion, Direction from City Council



# What is reclaimed water?

## Recycled wastewater from the community

<https://wrrc.arizona.edu/az-ag-recycled-water>

- Reclaimed water uses are designated in state code/rule
- Permits are administered by the Arizona Department of Environmental Quality (ADEQ) and City of Flagstaff Water Services Regulatory Compliance Section
- ADEQ Class A+ has been cleanest category of reuse permissible for decades

Water Class	Water Quality Criteria
A+	<ul style="list-style-type: none"> <li>• 24-hour average turbidity <math>\leq</math> 2 NTU (measure of clarity);</li> <li>• No detectable fecal coliform bacteria in four of the last seven daily water samples taken, and</li> <li>• The maximum concentration of fecal coliform bacteria in a single water sample <math>&lt;</math> 23 per 100 mL;</li> <li>• Total nitrogen <math>&lt;</math> 10 mg per L.</li> </ul> <p><i>Flagstaff can only put Class A+ into "purple pipe" delivery system</i></p>
A	<ul style="list-style-type: none"> <li>• 24-hour average turbidity <math>\leq</math> 2 NTU (measure of clarity);</li> <li>• No detectable fecal coliform bacteria in four of the last seven daily water samples taken, and</li> <li>• The maximum concentration of fecal coliform bacteria in a single water sample <math>&lt;</math> 23 per 100 mL.</li> </ul>
B+	<ul style="list-style-type: none"> <li>• The concentration of fecal coliform bacteria in four of the last seven daily water samples taken <math>&lt;</math> 200 per 100 mL;</li> <li>• The maximum concentration of fecal coliform bacteria in a single water sample is <math>&lt;</math> 800 per 100 mL.</li> <li>• Total nitrogen <math>&lt;</math> 10 mg per L.</li> </ul>
B	<ul style="list-style-type: none"> <li>• The concentration of fecal coliform bacteria in four of the last seven daily water samples taken <math>&lt;</math> 200 per 100 mL;</li> <li>• The maximum concentration of fecal coliform bacteria in a single water sample is <math>&lt;</math> 800 per 100 mL.</li> </ul>
C	<ul style="list-style-type: none"> <li>• The concentration of fecal coliform bacteria in four of the last seven daily water samples taken <math>&lt;</math> 1000 per 100 mL;</li> <li>• The maximum concentration of fecal coliform bacteria in a single water sample is <math>&lt;</math> 4000 per 100 mL.</li> </ul>

TABLE 1. Arizona Recycled Water Standards. Source: Arizona Administrative Code, Title 18, Chapter 11, Article 3

**A/A+** Food crops, recreational impoundments, open-access irrigation (residential, parks, schools), toilet flushing, fire protection, snowmaking, vehicle washing

**B/B+** Irrigation of orchard, vineyard, golf course, dust control, livestock watering, concrete/cement mixing, street cleaning

[Type 2 Reclaimed Water General Permit for Direct Reuse of Reclaimed Water Classes | ADEQ](#)



# Reclaimed Water Trends

## Significant advancements in 2024-2025 to expand uses

- State should adopt rules by July 2025 to allow utilities a permit to purify reclaimed water for drinking water, termed “Advanced Water Purification”
- Arizona communities are gearing up for AWP
- Whether it is right for Flagstaff is a question to be determined (another meeting topic)



# Reclaimed Water Policy

- Reclaimed water rates are unique in that they can be set at the will of the governing body (water and wastewater rates must be based on cost-of-service)
- Existing Council-adopted policy for Reclaimed Water Enterprise Fund Cost Recovery (2014 Principals of Sound Water Management Water Policies Chapter)

*Policy C1.1 The City shall have a goal of a minimum of full Cost Recovery for reclaimed water that is delivered within and outside of the City's incorporated limits. To the extent the City Council determines whether these charges discourage the use of reclaimed water, the charges for reclaimed water shall be adjusted to encourage its use. The adjusted charge will be subsidized by the water rate customers.*



# Reclaimed Water Policy

## Example of Existing Policy for Cost Recovery

**Revenues = \$800,000 collected from reclaimed rate payers**

**Expenses = \$600,000 in Operations + \$200,000 in capital projects = \$800,000**

***Policy does not address how rates are set or define a rate structure***

Since 2015/2016, each utility fund stands essentially financially independent; each supports its own operations, maintenance, and capital improvement.

Reclaimed Water Fund – expenses have equaled revenues. However, policy reads if they do not match then the difference is obtained from the fund balance of a transfer from the Water Fund since viewed as a water supply. Historically, the imbalance was from the Wastewater Fund.



# Adopted Rates (effective Sept 1 2024)

- Annual increase = 8.5%/year for 5 years (same as potable)
- Rate structure remains a percentage of potable rates

RECLAIMED WATER RATES				
RECLAIMED WATER: (per 1,000 gallons)		Customer Class	Inside City Rate	Outside City Rate
Private Residential	Tier 1 (0 - 3,500 gallons)	R1	\$1.82	\$2.00
	Tier 2 (3,501 - 6,200 gallons)		\$1.93	\$2.12
	Tier 3 (6,201 - 11,500 gallons)		\$3.52	\$3.87
	Tier 4 (11,501+ gallons)		\$6.71	\$7.38
Commercial (no main Ext):		C	\$2.30	\$2.53
Commercial (w/ main Ext):		C	\$4.93	\$5.42
Manufacturing (no main Ext):		MN	\$2.18	\$2.40
Manufacturing (w/ main Ext):		MN	\$4.67	\$5.14
Institutional (No main extension):		NA	\$2.30	\$2.53
Institutional (with main extension):		NA	\$4.93	\$5.42
Hydrant Meter		WR	\$4.19	\$4.61
Standpipe		RS	\$4.16	\$4.40
Total standpipe**			\$4.74	\$5.11
Off Peak/Golf Course:*	All Tiers	WR	\$2.00	\$2.20

September 1st, 2024 - December 31st, 2025		January 1st, 2026 - December 31st, 2026		January 1st, 2027 - December 31st, 2027		January 1st, 2028 - December 31st, 2028		January 1st, 2029 - December 31st, 2029		
Inside City Rate	Outside City Rate	Inside City Rate	Outside City Rate	Inside City Rate	Outside City Rate	Inside City Rate	Outside City Rate	Inside City Rate	Outside City Rate	% of Potable
\$1.82	\$2.00	\$1.94	\$2.13	\$2.08	\$2.29	\$2.23	\$2.45	\$2.39	\$2.63	0.35
\$1.93	\$2.12	\$2.07	\$2.28	\$2.21	\$2.43	\$2.37	\$2.61	\$2.54	\$2.79	0.35
\$3.52	\$3.87	\$3.79	\$4.17	\$4.08	\$4.49	\$4.40	\$4.84	\$4.75	\$5.23	0.35
\$6.71	\$7.38	\$7.25	\$7.98	\$7.84	\$8.62	\$8.48	\$9.33	\$9.17	\$10.09	0.35
\$2.30	\$2.53	\$2.47	\$2.72	\$2.65	\$2.92	\$2.85	\$3.14	\$3.06	\$3.37	0.35
\$4.93	\$5.42	\$5.29	\$5.82	\$5.68	\$6.25	\$6.10	\$6.71	\$6.56	\$7.22	0.75
\$2.18	\$2.40	\$2.34	\$2.57	\$2.51	\$2.76	\$2.70	\$2.97	\$2.89	\$3.18	0.35
\$4.67	\$5.14	\$5.01	\$5.51	\$5.38	\$5.92	\$5.78	\$6.36	\$6.20	\$6.82	0.75
\$2.30	\$2.53	\$2.47	\$2.72	\$2.65	\$2.92	\$2.85	\$3.14	\$3.06	\$3.37	0.35
\$4.93	\$5.42	\$5.29	\$5.82	\$5.68	\$6.25	\$6.10	\$6.71	\$6.56	\$7.22	0.75
\$4.19	\$4.61	\$7.74	\$8.51	\$8.39	\$9.23	\$9.10	\$10.01	\$9.87	\$10.86	0.5
\$3.68	\$4.05	\$4.00	\$4.40	\$4.34	\$4.77	\$4.71	\$5.18	\$5.11	\$5.62	
\$2.00	\$2.20	\$2.15	\$2.37	\$2.31	\$2.54	\$2.48	\$2.73	\$2.66	\$2.93	0.87

\*\*Includes sales tax and env fee  
 \*Rate is 87% of the Commercial (no main extension) reclaimed rate  
 Reclaimed rates include energy surcharge



# Reclaimed Water Facts

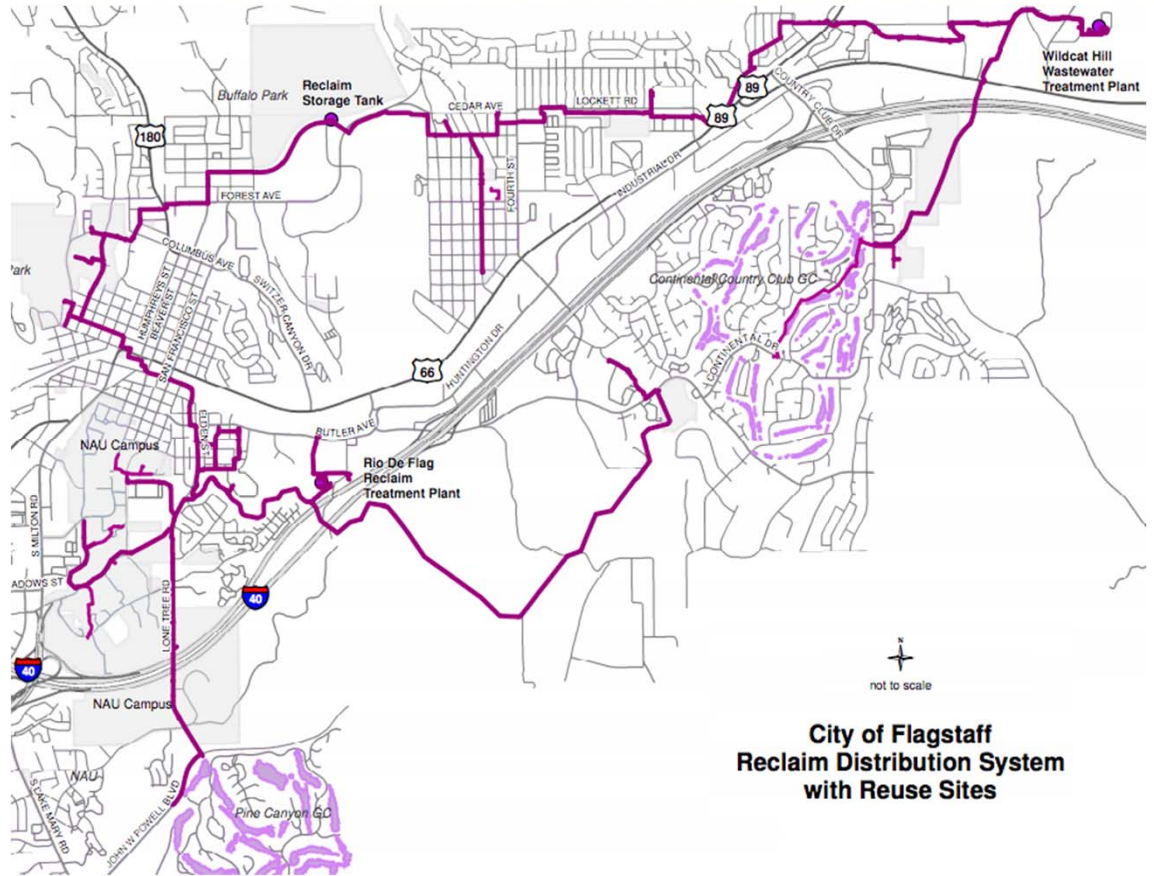
- Continental first user in Flagstaff in 1966 with water from Wildcat Hill Water Reclamation Plant
- Expanded system to current system in mid-1990's with addition of Rio de Flag Water Reclamation Plant
- System designed to serve large users
  - golf courses, many city and school parks, NAU, commercial customers – incentives were given to join in 1990's/2000's
  - some low-volume customers opted to connect if close to the main trunkline



# Reclaimed Water Facts



City code 7-03-001-0014.E.1.d.  
"No person shall:  
Irrigate golf courses with potable water"

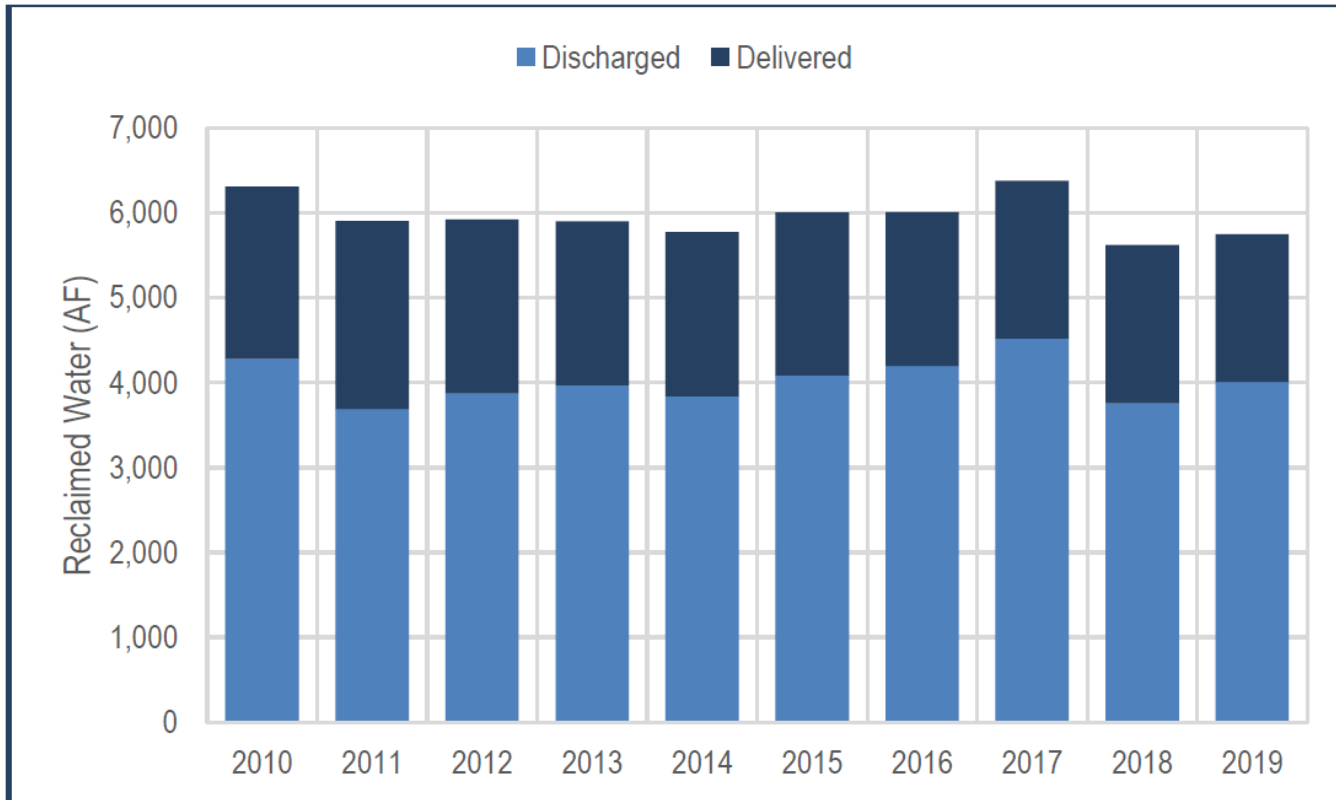




# Reclaimed Water Facts



Reclaimed Water Delivery to Reuse and Discharge to Rio de Flag (2010 - 2019)

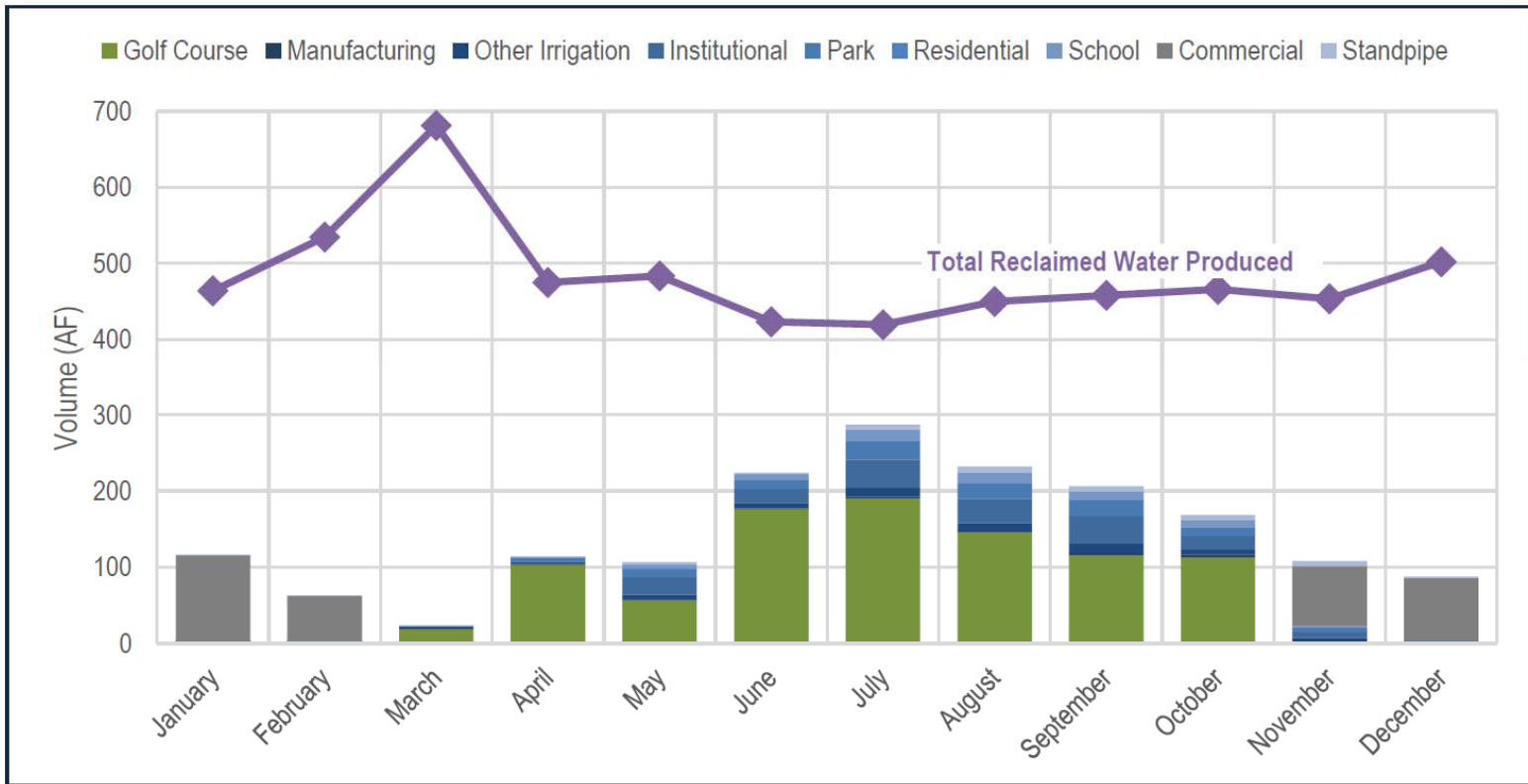




# Reclaimed Water Facts



## 2019 Reclaimed Water Production and Deliveries by Customer Type





# Roadmap – timeline of discussion

## April 2, 2024 City Council meeting – Council Direction

- Reclaimed water rates were discussed as part of the 2023-2024 Water, Reclaimed Water, Wastewater Rates, Fees, and Cost-of-Service Study
  - Council requested Staff work with Water Commission to provide guidance to City Council on whether to deviate from current policy
- Rates adopted by City Council in July effective September 1, 2024
- Reclaimed water rates set by policy (~35% of potable rates)
- Adoption of updated rates resulted in an 8.5% annual increase to reclaimed water customers



# Guidance Document Timeline

## Reclaimed Water Workgroup formed by Water Commission Chairman Riegelman; Drafted Guidance Document





# Makeup of Workgroup

## **Workgroup consisted of reclaimed water users and three members from the City's Water Commission**

- Led by Water Commission Chair and Vice Mayor Sweet with City Staff assistance
- Reclaimed Water Users: NAU, Aspen Valley Golf Course, COF Parks and Recreation, AZ Snowbowl
- Discussed:
  - current pricing policy and alternative ways to set pricing
  - Fund finances overview
  - current and future goals of the reclaimed water program
  - challenges for utility and reclaimed water users



# Recommendations of Workgroup

## **The recommendation is to implement cost-based reclaimed water pricing to replace the present percent-of-potable pricing approach:**

- Achieves equitable recovery of costs by aligning methodology with water and wastewater cost recovery basis
- Revisits a rate structure based on how reclaimed water users use water vs. keeping the same rate structure as potable water
- Recommendation is to not revisit policy now but at time of next water rate study check-in (currently timed for January 2026)
- Identified water conservation initiatives



# Guidance Document

## Goals for an updated reclaimed water pricing system

- Provide simple, transparent logic.
- Provide ongoing funding to sustain reclaimed water operations at a level consistent with the needs and expectations of customers.
- Provide a method to address past questions concerning reclaimed water pricing fairness.
- Provide mechanisms to incentivize conservation and demand smoothing to minimize potential future competition over reclaimed supplies if the City of Flagstaff (COF) implements indirect or direct potable reuse.



# Guidance Document

**To fulfill these goals, the working group recommends implementing cost-based RW pricing to replace the present 35%-of-potable pricing approach:**

- Will put RW pricing on the same basis as potable water and wastewater pricing.
- Should be implemented at the time of the next rate study, i.e., the working group does NOT recommend changing the 5-year RW price trajectory agreed during the most recent rate study.
- The change in pricing methodology will be informed by a RW cost-of-service study presently planned by FWS for Q2 2026.



# Guidance Document

## Key characteristics of the proposed cost-based plan and management approach:

- City Council will have an opportunity to review cost allocations between RW and wastewater.
- Will include reclaimed customers as partners in determining what capital projects to include in any given rate period, balancing costs against system performance and maintenance requirements.
- May include tiers or seasonal pricing to incentivize conservation and demand smoothing, developed internally or with the help of rate consultants.
- Requires changing the COF's 2014 Policy C1.1 for Reclaimed Water Enterprise Fund Cost Recovery, primarily by eliminating the contingency for funding RW from Potable Water.



# Guidance Document

## Key Additional Recommendations

- Expand the scope of FWS water conservation activities to include RW uses. RW customers and FWS should be informed by and target achieving RW usage rates as good as or better than the standards defined by the Arizona Department of Water Resources (ADWR) and the 5<sup>th</sup> Management Plan Work Group (aka “5MP”).
- If the COF decides to implement an IPR/DPR program, the FCC should evaluate the advantages and disadvantages of converting to a value-based RW pricing system in place of a cost-based system.



# Guidance Document



## **Document includes additional considerations for Council**

- Relevant facts
- Macro-trends (industry trends)
- Guiding principals
- Recommended actions during 5-year period



# Guidance Document

## Guiding Principals

- Reclaimed water should continue to be the preferred solution for “outdoor,” non-recaptured and industrial uses of water. This includes large-scale irrigation, snowmaking, industrial and “grey water” activities within the city.
- A percentage of (or all) reclaimed water may eventually be considered as a source for IPR/DPR. Water Services needs to consider this in the design of future water treatment and distribution systems. Integrating this possibility into planning (now) will make this a higher probability with lower costs (in the future). If IPR/DPR are developing into viable solutions for Flagstaff, the application strategy (above) should be reconsidered.
- Near-term reclaimed water rates should not be used to “signal” future potential contention between customer uses and the potential to have reclaimed water as a source of IPR/DPR.
- Continued collaboration with clients (customers) to increase the efficiency in the use of reclaimed water and in smoothing the demand curve of reclaimed water.



# Guidance Document

## Recommended actions during this 5-year rate period

- Establish a standing Reclaimed Water stakeholder group comprised of key users, Water Department personnel and relevant City Council member.
- Confer with the User Group to identify potential conservation activities and/or development of on-site or system-wide storage facilities to increase the constant availability of reclaimed water.
- Determine if funding is available to facilitate conservation and increases in storage.
- Perform a formal “cost of service” survey to align City Council and the water department on i) which cost components are included in the reclaimed water rates and ii) to ensure all relevant costs are being captured.
- Define three levels of service for consideration and (ultimate) selection by the City Council.
- Launch the independent reclaimed water rate study (to take effect?) no sooner than year 3 of the current rate cycle. (Year 3 begins January 1, 2027)



# Current rate structure



## RECLAIMED WATER RATES

RECLAIMED WATER: (per 1,000 gallons)		Customer Class	Inside City Rate	Outside City Rate	
Private Residential	Tier 1 (0 - 3,500 gallons)	R1	\$1.82	\$2.00	35% of potable
	Tier 2 (3,501 - 6,200 gallons)		\$1.93	\$2.12	35% of potable
	Tier 3 (6,201 - 11,500 gallons)		\$3.52	\$3.87	35% of potable
	Tier 4 (11,501+ gallons)		\$6.71	\$7.38	35% of potable
Commercial (no main Ext):		C	\$2.30	\$2.53	35% of potable
Commercial (w/ main Ext):		C	\$4.93	\$5.42	75% of potable
Manufacturing (no main Ext):		MN	\$2.18	\$2.40	35% of potable
Manufacturing (w/ main Ext):		MN	\$4.67	\$5.14	75% of potable
Institutional (No main extension):		NA	\$2.30		35% of potable
Institutional (with main extension):		NA	\$4.93		75% of potable
Hydrant Meter		WR	\$4.19		50% of potable
Standpipe		RS	\$4.16		
Total standpipe**			\$4.74		
Off Peak/Golf Course:*	All Tiers	WR	\$2.00	\$2.20	87% of commercial
**Includes sales tax and env fee					
*Rate is 87% of the Commercial (no main extension) reclaimed rate					
Reclaimed rates include energy surcharge					



# Water Conservation Initiatives

## Come back to Council to discuss

- Ideas from AZ Department of Water Resources 5<sup>th</sup> Management Plan for Active Management Areas
- Update City Code for “demand management” peak-day reduction initiatives
- Update City Code for time-of-day water use reduction to match potable water code

<https://www.azwater.gov/5MP/plans-concepts>



### 5th Management Plans Concepts

As ADWR and the 5th Management Plans Work Group proceeds in the development of the 5th Management Plans, concepts and stakeholder comments related to 5MP conservation programs will be made available below. Meeting links are provided, to provide additional context for the concept. Any questions or comments on these concepts can be sent to [managementplans@azwater.gov](mailto:managementplans@azwater.gov).

Agricultural Subgroup +

Industrial Subgroup +

Turf Breakout Group -

Concept: Golf Course Conservation >

Concept: Non-Golf Turf Facilities Conservation >

Draft 5MP Turf Regulatory Language >

#### 5th Management Plans Concepts

Management Plans

5th Management Plans Work Group Meetings

AMA Data

Governor's Water Policy Council

Management Plans Work Group Contact Form



# Questions, Discussion & Direction



## Seeking Council Direction: Do we?

- Option 1: Explore water conservation and/or reclaimed water demand-smoothing actions now and direct staff to include a cost-of-service-based analysis in the next rate study
- Option 2: Do not take any action on reclaimed water rates at this time and monitor customer response to rate increases
- Option 3: Ask the Water Commission and/or Staff to take different action

# UTILITIES INTEGRATED MASTER PLAN

## Principles of Sound Water Management Water Policies Chapter



April 1, 2014  
City of Flagstaff - Utilities Division

Introduction .....	7
A. Finance .....	9
A1 Enterprise Funding: Water & Sewer Utility .....	9
A2 Enterprise Funding: Stormwater Utility .....	10
A3 Rate Design Elements: Water & Sewer.....	10
A4 Private Water Company Acquisition .....	11
B. Water Resource Management .....	13
B1 Use of Renewable Water Resources .....	13
B2 Water Adequacy – Adequate Water Supply Program .....	13
B3 Water Quality.....	16
C. Reclaimed Water .....	19
C1 Charges .....	20
C2 Water Quality and Education .....	20
C3 Reclaimed Water Agreements .....	21
C4 Reclaimed System Capacity .....	21
C5 Out of City Deliveries .....	21
C6 Recharge and Recovery .....	22
C7 Uses, Allocation and Priority .....	22
D. Water Conservation .....	24
D1 Education .....	24
D2 Water Use Restrictions and Regulatory Compliance .....	24
D3 Incentive Programs .....	25
D4 Regional Participation .....	25
D5 Rainwater Harvesting.....	25
D6 Support of Riparian Areas.....	25
D7 Drought Planning .....	26
E. Stormwater .....	27
E1 Compliance .....	27
E3 Stormwater.....	28
E4 Watershed Management.....	29
F. Infrastructure.....	30
F1 Water System Capacity Redundancy .....	30
F2 Water System Capacity Allocation.....	31

F3 Sewer System Capacity Allocation .....	33
F4 Water and Sewer Service Outside Corporate City Limits .....	36
F5 Service Area Expansion (reserved for the future).....	39
F6 Service Area Expansion- annexation (reserved for the future) .....	39
G. Master Planning.....	40
G1 Utilities Master Planning .....	40
H. Regional Cooperation and Leadership .....	44
H1 Collaboration with Tribal Governments .....	44
H2 Collaboration with Water Agencies and Associated Water Groups.....	44
H3 Water Rights Acquisition .....	45
I. Water Security.....	46
I1 Water Supply Security .....	46
I2 Infrastructure Security.....	46
I3 Discharge Control for Sanitary and Stormwater Systems.....	47
APPENDIX 1 .....	49
City Council Resolution #2014-13 .....	49

## **A. Finance**

The City has an important responsibility to its citizens to carefully manage its Utilities finances wisely, account for public funds, and to plan for the adequate funding of services desired by the public including water and sewer services, reclaimed water uses and stormwater management. Therefore, the Water & Sewer Utility and the Stormwater Utility shall be financially self-supporting enterprises with all costs associated with each operation to be funded from revenues derived from the sale of potable water or reclaimed water or the fees for sewer and stormwater system services.

### **A1 Enterprise Funding: Water & Sewer Utility**

Policy A1.1 The annual payment for debt service should not exceed 20% of total annual Operating Revenues.

Policy A1.2 The Water & Sewer Utility shall have a goal of maintaining more than 25% of the total estimated annual Operating Revenues in reserve for known future obligations plus an allowance for unbudgeted contingencies. This policy would not include Federal Support for disaster relief.

Policy A1.3 In the event that the City Council determines that there exists the need to set aside a minimum amount of water to be sold at a reduced rate or to grant some other forms of subsidy for users within the City's service area, the costs of such subsidies shall be from a non-utility source.

Policy A1.4 The City Council shall not enter into a development agreement for any purpose that permits the developer to pay (or otherwise offset) reduced water rates and/or reduced capacity fees unless such rates and/or fees are collected from a non-utility source.

Policy A1.5 The City's policies on the collection of payments for water and sewer capacity fees, water meter fees, service charges and other fees shall be applied consistently and as follows:

Strategy A1.5a A customer must provide proof that either a building or grading permit application was submitted to the Community Development Division prior to paying any fees.

Strategy A1.5b All fees must be paid in full at the time of payment. (*Flagstaff City Code, Section 7-03-001-0008*)

Strategy A1.5c If fees are scheduled to change, the customer has until one business day prior to the scheduled change to pay all fees under the current fee schedule. A customer may not use proof of an application submission prior to the fee schedule change to

pay fees under the previous fee schedule after the schedule change date.

Strategy A1.5d If a customer pays all fees but does not install the water meter and connect to City services before the building permit expires, the customer is subject to the latest fee schedule and any increase in fees will be assessed on the location. A decrease in fees will not be recalculated and refunded. The City should make an effort to contact the customer prior to the expiration of the building permit.

Strategy A1.5e If a customer changes the size of the water meter after all fees are paid, the customer is subject to the latest fee schedule and any increase in fees will be assessed on the location.

Strategy A1.5f All capacity fees are non-refundable and non-transferable from one parcel to another parcel.

## **A2 Enterprise Funding: Stormwater Utility**

Policy A2.1 The Stormwater Utility shall collect revenues from properties with impervious surfaces according to an Equivalent Rate Unit (ERU) basis (See definition that follows). The Stormwater Utility shall have a goal of maintaining more than 10% of the total estimated annual Operating Revenues in reserve for known future obligations plus an allowance for unbudgeted contingencies.

Policy A2.2 The Stormwater Utility shall issue runoff credits for properties implementing eligible stormwater catchment systems as further described in the stormwater manual. (*Flagstaff City Code, Section 12-02-002-0005*)

## **A3 Rate Design Elements: Water & Sewer**

Policy A3.1 Water and sewer rates should be set on a cost-of-service basis. Commodity charges should reflect the costs across all customer classes. Rate structures should be designed with the goal of encouraging water conservation. The design of recommended rates should include provisions that will provide a minimum of 25% of revenues from fixed costs and the remainder from commodity rates. The design should also anticipate a balance between conservation (commodity charges) and revenue stabilization (fixed rates). (*See Flagstaff City Code, Section 7-02-001-0038*)

Policy A3.2 Water and sewer rates shall be internally reviewed annually. Any anticipated changes in the rate structure should be implemented in a timely manner in order to avoid large-scale shifts in rates. A formal rate study will be performed every three (3) years.

Policy A3.3 Water and sewer fixed and variable rates for customers located outside the City corporate limits, including standpipe customers, shall always be over and above the charges to customers within City limits and will be set during a formal rate study as per Policy A.3.2. The purpose of the increased rates is to capture those hidden costs that customers within the City limits pay and non-residents do not such as fixed costs (e.g., water meter charges).

Policy A3.4 Capital projects which would require the utility to take on debt greater than Policy A1.1 are not financially sustainable due to their potential impact on existing rates and capacity fees. Financing for large projects may require funding support from such sources as the federal government, state government, new taxing district or authority, public-private partnership, sales tax, revenue bonds or a combination of these sources.

#### **A4 Private Water Company Acquisition**

Policy A4.1 The City of Flagstaff shall have a goal of becoming the sole water, sewer and reclaimed water provider within its incorporated boundaries. From time to time, the City may have opportunities to purchase other existing water delivery or sewer collection systems adjacent to or near the City's existing service area. The following criteria will be used to evaluate such opportunities:

- Strategy A4.1a The purchase must prove to be beneficial to the customers of the Utility.
- Strategy A4.1b The private water company must possess sufficient water supplies of sufficient capacity that meet applicable federal and state drinking water quality standards.
- Strategy A4.1c The components of the private water company's infrastructure (water production, pipelines, fire hydrants, etc.) should be constructed to existing City utility standards or be upgraded to those standards prior to acquisition.
- Strategy A4.1d The purchase of the private water company should not result in a net increase of costs to existing City water and sewer or customers.
- Strategy A4.1e The new service area shall be within existing City limits or be annexed into the City of Flagstaff prior to purchase.

Definitions:

**Cost Recovery:** The collection of sufficient revenues from charges, rates and capacity fees to meet the present and future operational, maintenance, capital and debt service obligations of the Utility.

**Cost of Service:** An evaluation process by which revenue requirements are used to generate a system of fair and equitable costs in proportion to the service received for each user classification.

**Equivalent Rate Unit (ERU):** The basic unit for the computation of stormwater service fees. All property in the City is subject to the periodic stormwater management utility service charge. The fee is based on number of ERUs; each ERU is equal to 1,500 square feet of impervious area.

**Fund Balance:** An account defined as the difference between the assets and liabilities of a fund. It is used as a measure of the amount available to budget or spend in the future.

**Future Obligations:** Previously identified capital improvement projects, including those approved capital projects contained in the five-year Capital Improvement Program.

**Operating Revenues:** Income derived from sources related to the Utilities everyday business operations. Operating Revenues consist of revenues from sales of a commodity (water, sewer, reclaimed water) and miscellaneous service revenues. For example, water sales and installation services generate on-going operating revenue, whereas the sale of City property is considered to be an unexpected, or "one-time," event.

## C. Reclaimed Water

The State of Arizona is recognized as a national leader in the management and regulation of reclaimed water, which has led to its increased use across the State. Governor Brewer's Blue Ribbon Panel's Report on Water Sustainability published a report in 2010 that states reclaimed water has significantly increased in use over the past two decades. Reclaimed water now represents 3% of the total water used throughout the State. The City of Flagstaff is known within Arizona as a leader in reclaimed water use which now represents 20% of total water used within the City. In 2014, Governor Brewer's office and the Arizona Department of Water Resources published a report titled "Arizona's Next Century: A Strategic Vision for Water Supply Sustainability." That report identified the continued commitment to conservation and expanding the reuse of reclaimed water as the State's second highest strategic priorities towards achieving water supply sustainability. The treatment, delivery and use of reclaimed water is a significant water management tool and will continue to play a key role in the sustainability within the City of Flagstaff today and into the future.

### Definitions

- i. Direct Reuse: In accordance with Arizona Administrative Code (A.A.C.) R18-9-701, Direct Reuse means the beneficial use of reclaimed water for a purpose allowed by State law. The delivery of this water supply is accomplished via a separate distribution system, commonly colored purple. The uses of reclaimed water are listed in A.A.C. R18-11-309-Table A, as amended from time to time. Direct Reuse does not include water for potable consumption at this time. However, when technology, regulations and public acceptance allow, Direct Reuse may include water for potable consumption.
- ii. Groundwater Recharge: In accordance with Arizona Revised Statutes, groundwater recharge is conducted utilizing either a Constructed (§45-802.01.4) or a Managed (§45-802.01.12) Underground Storage Facility (USF) that has the intent to store water underground. In general, a Constructed USF is an engineered and designed recharge facility while a Managed USF simply utilizes the natural channel of a stream (e.g., Rio de Flag) to recharge the groundwater aquifer.
- iii. Indirect Reuse: In accordance with industry standards, and for the purposes of this policy, Indirect Reuse means the use of reclaimed water that has been previously recharged and stored underground; that has been co-mingled or mixed with the natural groundwater system; then withdrawn or recovered via water supply wells. This co-mingled mix of water meets all Safe Drinking Water Act requirements.
- iv. Out of City Reclaimed Water Customer: For the purposes of this policy, an Out of City Reclaimed Water Customer means any customer located outside the City of Flagstaff corporate limits who uses reclaimed water outside the

City of Flagstaff corporate limits, regardless of whether delivery of the reclaimed water is accepted by that customer inside or outside the City of Flagstaff corporate limits.

- v. Reclaimed Water: In accordance with A.A.C. R18-9-701, Reclaimed Water means water that has been treated or processed by a wastewater treatment plant or an on-site wastewater treatment facility.
- vi. Recovery: In accordance with Arizona Revised Statutes, recovery of stored water is the withdrawal of a water supply (e.g., reclaimed water) that has been previously recharged underground pursuant to applicable state law (§45-831.01 - §45-836.01).

## **C1 Charges**

Policy C1.1 The City shall have a goal of a minimum of full Cost Recovery for reclaimed water that is delivered within and outside of the City's incorporated limits. To the extent the City Council determines whether these charges discourage the use of reclaimed water, the charges for reclaimed water shall be adjusted to encourage its use. The adjusted charge will be subsidized by the water rate customers.

## **C2 Water Quality and Education**

Policy C2.1 The Utilities Division should design and construct water reclamation facilities that treat and produce reclaimed water to the highest water quality standards permitted by Federal and State law. Reclamation facilities shall be designed to permit the use of reclaimed water for either Direct Reuse or Indirect Reuse and shall be monitored in accordance with each facility's permit. Additionally, the Utilities Division should evaluate the economic costs, feasibility and environmental and health-risk benefits of implementing new technologies as may be appropriate from time to time. *(See Flagstaff City Code, Section 7-02-001-0003)*

Policy C2.2 The Utilities Division should remain engaged in regional, state and national discussions on the use and regulation of reclaimed water, including the management and quality of the reclaimed water supply and the state of the science of treatment technologies. This should be accomplished by remaining active at a minimum in the national WateReuse Association and its Arizona chapter (WateReuse Arizona), Water Environment Federation, and the national American Water Works Association and its Arizona section (AZ Water).

Policy C2.3 The Utilities Division should maintain an educational program that focuses on reclaimed water, its safety, quality, public perception and beneficial uses.

### **C3 Reclaimed Water Agreements**

Policy C3.1 The Utilities Division shall require each user to have a direct delivered Reclaimed Water Agreement which may be modified from time to time by mutual agreement of the parties. These Agreements should contain at a minimum: user name, address, place of use, point of delivery, delivery schedule (i.e., maximum peak day, maximum monthly and annual volume), price, termination date, and other applicable information and contract terms as appropriate. Reclaimed water will be considered and allocated on a first come, first serve basis, but entering a Reclaimed Water Agreement shall remain solely within the City's discretion. Any proposed modifications to the terms of an existing Reclaimed Water Agreement (e.g., change of intended use, place of use, delivery schedule or other modifications) will require the applicant to obtain a new Reclaimed Water Agreement which may be entered into or denied within the City's sole discretion. *(See Flagstaff City Code, Section 7-02-001-0023)*

### **C4 Reclaimed System Capacity**

Policy C4.1 The Utilities Division will review requests for reclaimed main extensions using the following criteria:

Strategy C4.1a Determine if capacity is available and stipulate any necessary requirements for the extensions. Any new service or change in use that will result in increased demands for reclaimed water must consider that the change may require additional improvements to the City's reclaimed water system at the owner's/developer's expense. *(Flagstaff City Code, Section 7-02-001-0023)*

Policy C4.2 Reclaimed Water System Capacity Allocation Program: The Utilities Division shall track and monitor existing and proposed peak day and average annual reclaimed water deliveries in order to prevent exceeding the City's ability to meet contracted for demands. When system capacity has been approached or there are supply limitations for any reason, the Utilities Director will stop issuing any new Reclaimed Water Agreements until such time that additional reclaimed water supplies are available. In the event of a reclaimed water shortage, the shortfall will be spread equitably across all reclaimed water customers.

### **C5 Out of City Deliveries**

Policy C5.1 Charges for out of City reclaimed water deliveries shall always be over and above the charges to customers within City corporate limits as defined in Policy C1.1. *(Flagstaff City Code Sections 2-04-001-0007; 2-04-001-0008; 2-04-001-0009)*

Policy C5.2 The City has complete discretion to decide whether to enter Reclaimed Water Agreements with potential customers outside the City's corporate boundaries. (*Flagstaff City Code Sections 2-04-001-0007; 2-04-001-0008; 2-04-001-0009*)

## **C6 Recharge and Recovery**

In order to ensure groundwater supplies are sustainable and resilient to the impacts from prolonged drought, the City should be involved in the recharge of its unused renewable water supplies. In addition, the City should plan and implement strategies to recover those renewable water supplies that are stored underground to meet its customers contracted-for or long-term water needs.

Policy C6.1 The Utilities Division should develop a Groundwater Recharge & Recovery program that is in compliance with applicable State laws (Arizona Revised Statutes Title 45, Chapter 3.1, Underground Water Storage and Replenishment). The purpose of this program would be to optimize the management and use of the City's reclaimed water.

Policy C6.2 The City should continue to develop local water recharge and recovery initiatives. These initiatives should:

- a. Maximize the storage of the City's unused reclaimed water underground (recharge) by developing, constructing and permitting City-owned Underground Storage Facilities, where appropriate, through the Arizona Department of Water Resources.
- b. Capture and recover the stored reclaimed water through water supply wells located down-gradient and permitted as Recovery Wells through the Arizona Department of Water Resources.

Policy C6.3 The City should remain engaged, informed and involved in state-wide and regional discussions regarding groundwater use, recharge and recovery.

## **C7 Uses, Allocation and Priority**

Policy C7.1 The Utilities Division should continue to recommend updates to policies and ordinances that encourage the Direct Reuse of reclaimed water where appropriate and consistent with State and Federal laws.

Policy C7.2 Golf courses, other large turf areas (e.g., schools, parks, etc.) and amenity lakes shall use Direct Reuse of reclaimed water.

Policy C7.3 The priority uses or future allocations of reclaimed water are:

- a. Renewal of Reclaimed Water Agreements with Existing Users. First priority shall be given to those users that already have a valid Reclaimed

Water Agreement for the delivery of reclaimed water. If requested by such existing user, the Utilities Division shall renew a Reclaimed Water Agreement provided that all applicable financial and legal requirements of City, State and Federal laws have been met. These Agreements shall be binding upon any successors and assigns who acquire the property that is benefitted by the Reclaimed Water Agreement and shall not be transferred or assigned without the City's written consent, which shall not be unreasonably withheld.

b. Water Conservation. Conserve potable water through the Direct Reuse of reclaimed water by converting existing uses of potable water to reclaimed water, where allowed by State Law.

c. Public Benefit. The Direct or Indirect Reuse of reclaimed water should be encouraged as a significant water management tool to sustain or promote economic vitality, augment the City's water supply (e.g., Groundwater Recharge and Recovery), and support contracted for deliveries for riparian habitat, wetlands or ponds.

Flagstaff City Council (FCC) requested Flagstaff Water Services (FWS) and the Water Commission (WC) to review and provide recommendations concerning reclaimed water (RW) pricing and management. A working group consisting of representatives from FWS, the WC, plus selected Flagstaff City Departments and RW customers developed the following recommendations:

1. Goals for an updated RW pricing system:
  - a. Provide simple, transparent logic.
  - b. Provide ongoing funding to sustain RW operations at a level consistent with the needs and expectations of customers.
  - c. Provide a method to address past questions concerning RW pricing fairness.
  - d. Provide mechanisms to incentivize conservation and demand smoothing to minimize potential future competition over RW supplies if the City of Flagstaff (COF) implements IPR/DPR.
2. To fulfill these goals, the working group recommends implementing cost-based RW pricing to replace the present 35%-of-potable pricing approach:
  - a. Will create rate structure unique from potable water and wastewater pricing.
  - b. Should be implemented at the time of the next rate study, i.e., the working group does NOT recommend changing the 5-year RW price trajectory agreed during the most recent rate study.
  - c. The change in pricing methodology will be informed by a RW cost-of-service study presently planned by FWS for Q2 2026.
3. Key characteristics of the proposed cost-based plan and management approach:
  - a. FCC will have an opportunity to review cost allocations between RW and wastewater.
  - b. Will include RW customers as partners in determining what CIP to include in any given rate period, balancing costs against system performance and maintenance requirements.
  - c. May include tiers or seasonal pricing to incentivize conservation and demand smoothing, developed internally or with the help of rate consultants.
  - d. Requires changing the COF's 2014 Policy C1.1 for Reclaimed Water Enterprise Fund Cost Recovery, primarily by eliminating the contingency for funding RW from Potable Water.
4. Key additional recommendations:
  - a. Expand the scope of FWS water conservation activities to include RW uses. RW customers and FWS should be informed by and target achieving RW usage rates as good as or better than the standards defined by the Arizona Department of Water Resources (ADWR) and the  $\$$  Management Plan Work Group (aka "5MP").
  - b. If the COF decides to implement an IPR/DPR program, the FCC should evaluate the advantages and disadvantages of converting to a value-based RW pricing system in place of a cost-based system.

**Relevant facts on Reclaimed Water activities:**

- The City FWS generates approximately 6,000-7,000 acre-feet, or over 2 billion gallons of A+ reclaimed water per year.
- Approximately 30-35% of Reclaimed water is sold to clients with the remaining 65-70% released to Rio De Flag. The released reclaimed water provides a (very) indirect recharge of the aquifer with only the portion released from the Rio de Flag Water Reclamation Facility recycled upgradient of the City's production wells.
- The top ten users consume (85%) of the reclaimed water sold. This includes NAU, golf courses, Snowbowl, and other commercial uses. Flagstaff Parks and Recreation and FUSD use 10% and standpipe and residential customers use 5%.
- The City has an agreement with the Arizona Game and Fish Department that requires the city to release a weekly average of 100 gallons per minute at both the Rio de Flag WRP and the Wildcat WRP, to feed ecological water to the I-40 wetlands and Picture Canyon, respectively.
- Due to limited storage capacity, there are peak utilization times in summer where 85-99% of the reclaimed output is being consumed in real-time by clients. This will need to be addressed in the future if FWS is going to employ IPR/DPR in the water system or if existing customers request a greater allocation of reclaimed water.
- While reclaimed water rates continue to be 35% of potable water rates, rates are increasing 8.5% each year for five years. This will increase revenues from \$1.4M (2024) to \$2.1M (2029). At the end of the five-year period, the rates (and revenue) will be 50% higher than 2024 rates.
- In general, the revenues generated by reclaimed water fees cover operational and general maintenance costs assigned to reclaimed water but do not fund CIP programs to increase storage capabilities, filtering/quality, conservation incentives, or expansion of the distribution system (purple pipe)

**Relevant macro-trends that will affect reclaimed water:**

- There will be new/expanded regulatory standards for potable, sewage output, and reclaimed water. These new regulations will address concerns for “forever chemicals.” The utility will have to comply with these regulations and new costs defined within the FWS operating expenses and CIP programs.
- The baseline scenario referenced by the FWS projects to need new water resources in 2048 (per 100 YR water plan), however, the timing is based on many factors spanning a range in timing of 2039 to 2052
- FWS is committed to creating the broadest portfolio of water rights/sources to ensure options for Flagstaff. Red Gap Ranch and the use of Direct Potable Reuse (DPR) or Indirect Potable Reuse (IPR) should be considered candidate sources. City-Council will be able to review the

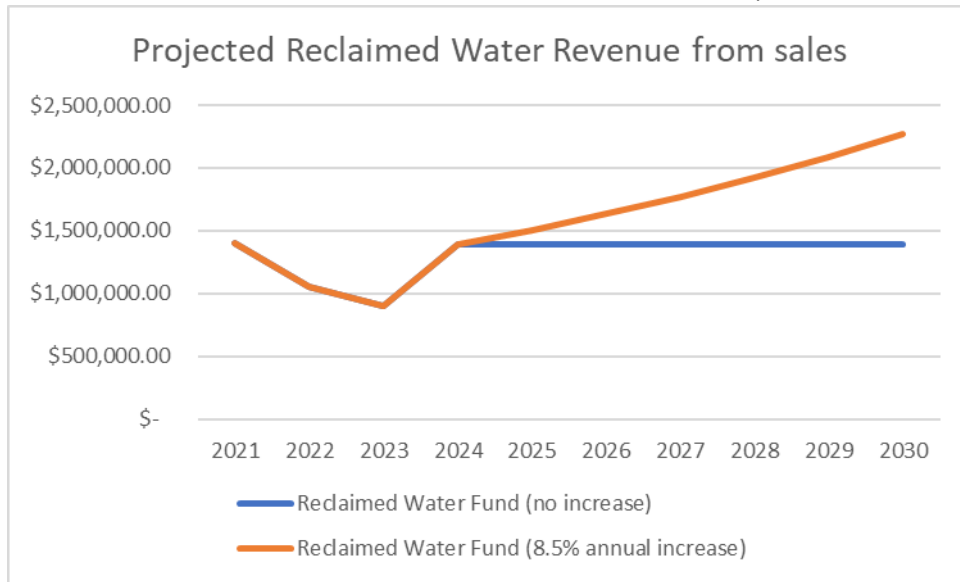
cost/quality/volume economics of all various sources as more production and delivery plans are finalized.

**Items that should be considered as guiding principles for reclaimed water within Flagstaff**

- Reclaimed water should continue to be the preferred solution for “outdoor,” non-recaptured and industrial uses of water. This includes large-scale irrigation, snowmaking, industrial and “grey water” activities within the city.
- A percentage of (or all) reclaimed water may eventually be considered as a source for IPR/DPR. The FWS needs to consider this in the design of future water treatment and distribution systems. Integrating this possibility into planning (now) will make this a higher probability with lower costs (in the future). If IPR/DPR are developing into viable solutions for Flagstaff, the application strategy (above) should be reconsidered.
- Near-term reclaimed water rates should not be used to “signal” future potential contention between customer uses and the potential to have reclaimed water as a source of IPR/DPR.
- Continued collaboration with clients (customers) to increase the efficiency in the use of reclaimed water and in smoothing the demand curve of reclaimed water.

**Recommended actions during this current 5-year rate period:**

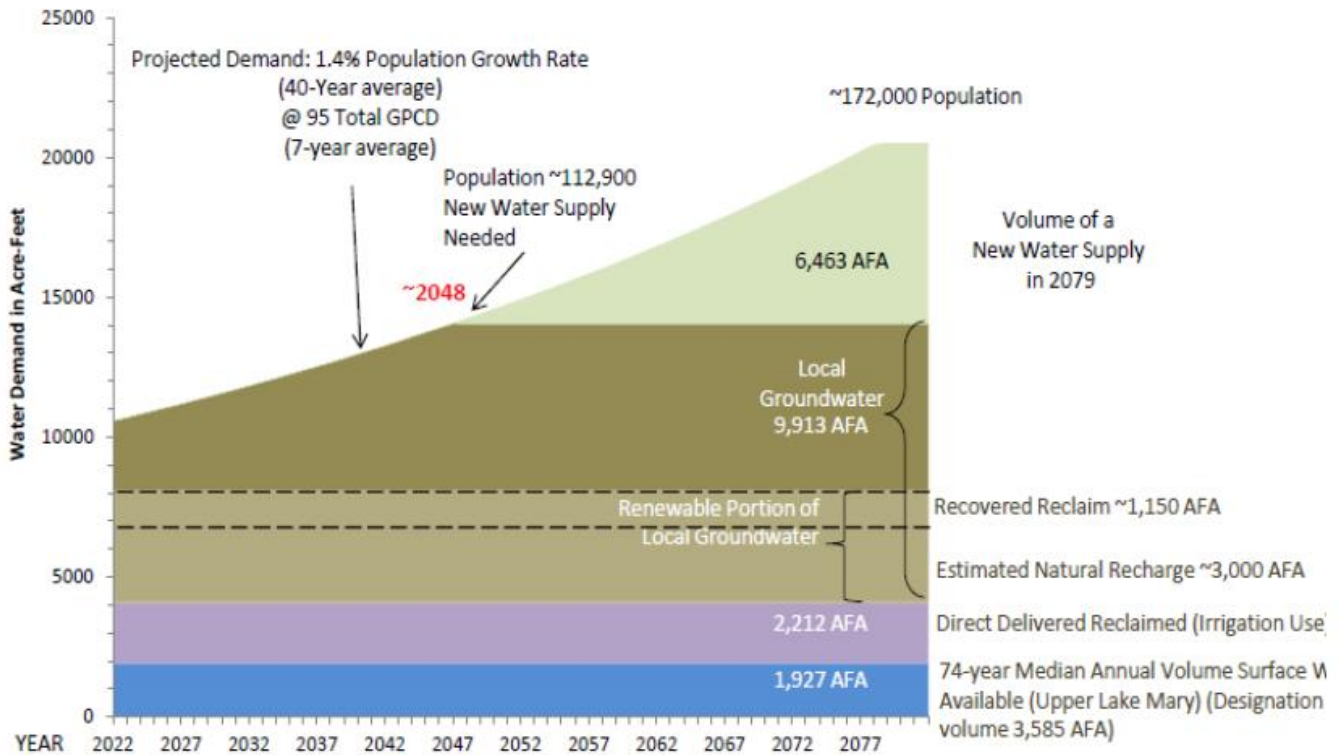
- Establish a standing Reclaimed Water stakeholder group comprised of key users, Water Department personnel and relevant City Council member.
- Confer with the User Group to identify potential conservation activities and/or development of on-site or system-wide storage facilities to increase the constant availability of reclaimed water.
- Determine if funding is available to facilitate conservation and increases in storage. Possibly sources of funds might be include reclaimed water rates, Flagstaff city general fund, or county, state or federal loans or grants.
- Perform a formal “cost of service” survey to align City Council and the water department on i) which cost components are included in the reclaimed water rates and ii) to ensure all relevant costs are being captured.
  - Define cost impacts of new/expected regulatory requirements.
- Define three levels of service for consideration and (ultimate) selection by the City Council.
- Launch the independent reclaimed water rate study no sooner than year 3 of the current rate cycle. (Year 3 begins January 1, 2027)



R&R\_Adequacy charts\_2023 03NOV2023\_AZWBv0.xls  
R&R\_Adequacy charts\_2024 03JULY2024\_AZWBv0.xls

## City of Flagstaff - Water Resource Resiliency & Redundancy Scenario Basecase

Supplies are in acre-feet annually [AFA]



**10-year Reclaim Water Use in Acre-Feet/Year (1 AF = 325,851 gallons)**

Note: the reduction in manufacturing water use in 2018 was largely the gap left by SCA Tissue when they left Flagstaff

<b>Year</b>	<b>Golf Courses</b>	<b>Manufacturing</b>	<b>Municipal Parks and school</b>	<b>Commercial, NAU, and Snowbowl</b>	<b>Construction</b>	<b>Residential</b>	<b>Total</b>
2014	1013	281	120	472	45	3	1934
2015	945	298	120	507	49	2	1921
2016	893	210	128	547	38	1	1817
2017	926	141	137	578	77	1	1860
2019	921	20	120	633	44	2	1740
2021	982	15	152	700	61	2	1912
2023	976	13	175	646	60	1.6	1872

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Mark Gaillard, Fire Chief  
**Date:** 02/13/2025  
**Meeting Date:** 02/18/2025



---

**TITLE**

**Overview of the Community Fire Preparedness efforts**

**STAFF RECOMMENDED ACTION:**

This is discussion only.

**Executive Summary:**

The Fire Department along with community partners will provide an overview of the initiatives and programs. The community risk reduction mitigation model of the 5Es will be used as the framework of the discussion. The **5 Es of CRR** are five key strategies used to reduce risks and improve public safety:

1. **Education** -- Raising awareness and providing knowledge to community members about risks and safety measures. This includes public safety campaigns, school programs, and training sessions on fire prevention, disaster preparedness, and health hazards.
2. **Engineering** -- Implementing technological, environmental, and structural solutions to reduce risks. Examples include fire-resistant building materials, forest restoration, safer road designs, smoke alarms, and automatic sprinkler systems.
3. **Enforcement** -- Ensuring compliance with laws, regulations, and safety codes to mitigate risks. This includes fire codes, fire restrictions, building codes, traffic laws, and public health regulations enforced by local authorities.
4. **Economic Incentives** -- Encouraging risk reduction through financial motivators such as grants, tax incentives, insurance discounts, and funding programs that promote safer behaviors and infrastructure improvements.
5. **Emergency Response** -- Strengthening the ability of emergency services to respond effectively to incidents. This involves response & training of firefighters, paramedics, and law enforcement, improving response times, and ensuring communities have access to emergency resources.

**Information:**

N/A

---

**Attachments:** [Fire Preparedness](#)



# COMMUNITY PREPAREDNESS DISCUSSION

Community Collaboration

The Five Es of Community Risk Reduction

## DISCUSSION OBJECTIVES

Who we are

Partners

Explain the 5 Es of Community Risk Reduction and how it guides our efforts.



WHO WE  
ARE

FFD Mission:

WE PROVIDE EXCEPTIONAL  
**CUSTOMER SERVICE** TO THE  
COMMUNITY, VISITORS, AND  
SURROUNDING REGION.

# STAFFING



2 Administrative Staff



2 Prevention Staff



9 Wildland Staff



6 Command Staff



90 Firefighters

Refinanced  
PSPRS pension  
budget FY21

WRIP started  
in FY21

Added CARE  
FY22

<b>Approved Expenditures by Category</b>	<b>Adopted Budget FY2020-21</b>	<b>Adopted Budget FY2021-22</b>	<b>Adopted Budget FY2022-23</b>	<b>Adopted Budget FY2023-24</b>	<b>Adopted Budget FY2024-25</b>
Personnel Services	\$ 15,921,991	\$ 11,822,671	\$ 11,768,941	\$ 12,820,784	\$ 13,564,327
Contractual	\$ 481,600	\$ 1,344,100	\$ 2,028,100	\$ 1,936,600	\$ 1,695,892
Commodities	\$ 698,940	\$ 1,046,736	\$ 1,242,686	\$ 1,137,686	\$ 1,152,236
Total	\$17,102,531	\$14,213,507	\$15,039,727	\$15,895,070	\$16,412,455
Difference		-16.9%	5.8%	5.7%	3.3%

**BUDGET**

## DAILY EMERGENCY RESPONSE RESOURCES

6 Operations  
Stations

1 Wildland  
Station

1 Training  
Facility

6 Frontline  
Engines

2 Frontline  
Rescues

2 Co-staffed  
Ladder Trucks

1 Wildland  
Fire Module

1 Alternative  
Response  
Unit

# PARTNERS IN COMMUNITY PREPAREDNESS EFFORTS

## **Internal Team Flagstaff**

- Flagstaff Fire Department (FFD)
- Police Department (PD)
- Emergency Management (EM)
- Water Services (WS)
- Public Works (PW)

## **External County State Local**

- Coconino County Emergency Management
- Coconino County Flood Control District
- Coconino County Sheriffs Office
- AZ Department of Forestry and Fire Management
- Coconino National Forest

# The Five Es of Community Risk Reduction



# EDUCATION

Raising awareness and providing knowledge to community members about risks and safety measures. This includes public safety campaigns, school programs, and training sessions on fire prevention, disaster preparedness, and health hazards.

Communications Plan

Wildland Fire Action Guide

School Programming

Elderly Programming

Evacuation Plan

Public Events

# Ready, Set, Go and Evacuation Preparation

Where can I find more information about my zone: [www.coconino.az.gov/evacmap](http://www.coconino.az.gov/evacmap)

*“The City of Flagstaff is constantly analyzing its levels of community resilience, and preparedness is the first step in that process. Having these evacuation zones in place lays the groundwork for safe and efficient evacuation of neighborhoods in the event of an emergency” City Emergency Manager Daniel Kelly.*

# READY, SET, GO!

**First Step: Prepare Now**

Assemble an emergency supplies kit and prepare your home. Write a family communication plan.



**EMERGENCY DISASTER KIT**

Learn more at [ein.az.gov/ready-set-go](http://ein.az.gov/ready-set-go)

# EVACUATING FROM WILDFIRES

*Always stay aware of your environment.  
Leave when asked by your local emergency officials.*



**TAKE ACTION IMMEDIATELY**  
Leave as soon as evacuation is recommended by fire officials to avoid being caught in fire, smoke or road congestion. A delay could cost your life!

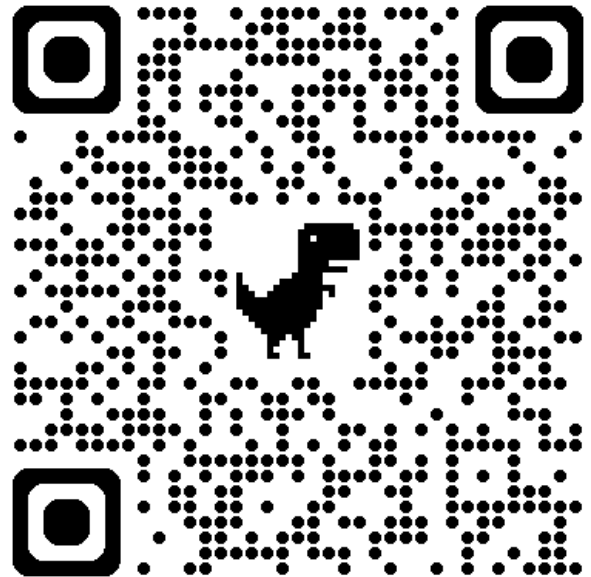
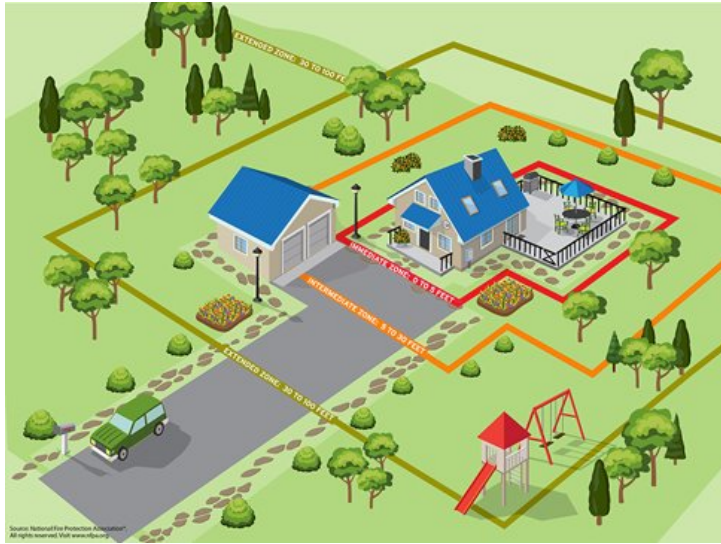
Take the initiative to stay informed and aware. Listen to your radio, TV, or alerts on your phone for announcements from law enforcement and emergency personnel.

Cover up to protect against heat and flying embers. Wear long pants, long sleeve shirt, heavy shoes/boots, cap, a face mask, goggles or glasses.

Ensure your emergency supply kit is in your vehicle.

Enact your evacuation plan that includes the route you'll take and designated emergency meeting location outside the fire or hazard area.





WILDLAND FIRE ACTION GUIDE  
HOW TO: CREATE DEFENSIBLE SPACE, HARDEN YOUR HOME, BE PREPARED FOR EVACUATIONS

# ENFORCEMENT

Ensuring compliance with laws, regulations, and safety codes to mitigate risks. This includes fire codes, building codes, traffic laws, and public health regulations enforced by local authorities.

Fire Restrictions

Wildland Urban Interface Code

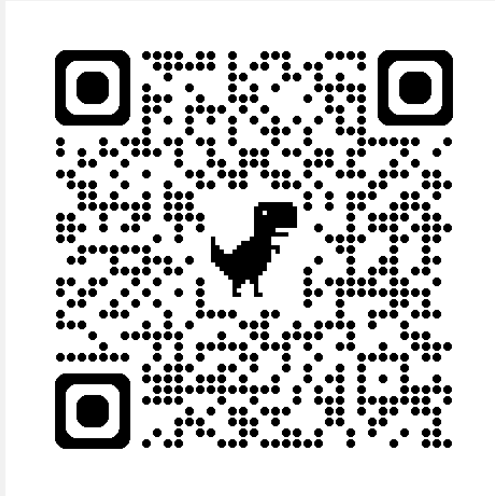
Code Development

Special Events

Fire Prevention Inspections

Enforcement Assemblies

Occupancy Load



# FIRE RESTRICTIONS

## Collaborative Regional Fire Meetings & Restrictions

- City: [Fire Restriction Stages | City of Flagstaff Official Website](#)
- County: [Fire Restriction Information | Coconino](#)
- State: [Fire Restriction Information | AZ State Lands and State Parks](#)
- USFS: [Coconino National Forest - Fire Management](#)



# FLAGSTAFF POLICE DEPARTMENT INVOLVEMENT

- History of the Woods Watch Program
- Locate and GPS Camps
  - Citizen Report
  - DPS Ranger Flights (Flew with CCSO on 2/11)
    - 15 camps located after half of city flown
- Contact the Camp (Vacant or Occupied)
  - Take Pictures, Take a Police Report to Document
  - Provide Services, Resources, and Education
- City Ordinance Applies to City, State, Federal land, but not Private Property (Trespass)
- Follow Up Operations Vary Depend on Fire Danger



# ENGINEERING

Implementing technological, environmental, and structural solutions to reduce risks. Examples include forest restoration, fire-resistant building materials, safer road designs, smoke alarms, and automatic sprinkler systems.

Prescribed Fire

Pile Burn

Community Risk Assessment/Plan

Vegetation Management Guidelines

Flagstaff Watershed Protection Project  
& Forest Restoration

Plan Review

Fire Investigation

Community Wildfire Protection  
Plan

# FLAGSTAFF WATER PRODUCTION & RESILIENCY

## **Water Production & Storage**

- 5 main sources, capable of producing **twice** the summer peak demand
- **2IMG storage** (~1.8 days at peak) with continuous replenishment
- Multiple **elevation-based pressure zones** ensure system reliability

## **Power Resiliency**

- Diesel generators & transfer switches at critical sources
- Booster stations equipped for uninterrupted water pumping
- Mobile **1,000-gallon fuel truck** to sustain remote sites

# FLAGSTAFF WATER PRODUCTION & RESILIENCY



## Fire Protection & ISO Rating

- Hydrants exceed **1,000+ GPM** (AWWA standard: 250 GPM for 2 hours)
- **Strong ISO rating** ensures high fire protection & lower insurance rates

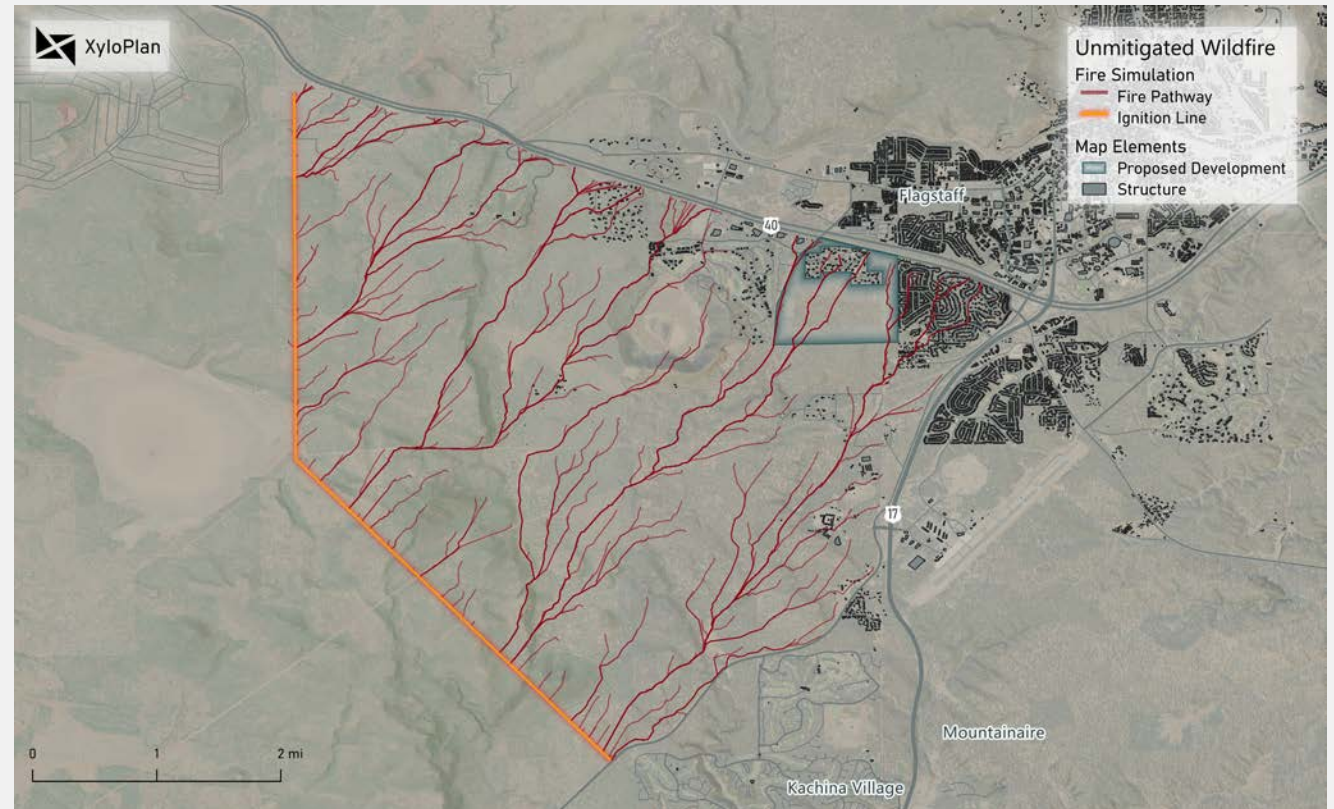


## System Strengths

- **Gravity-fed reservoirs** maintain pressure during outages
- **Ongoing infrastructure upgrades** enhance resilience
- Flagstaff's water system is **redundant, resilient, and built for reliability.**

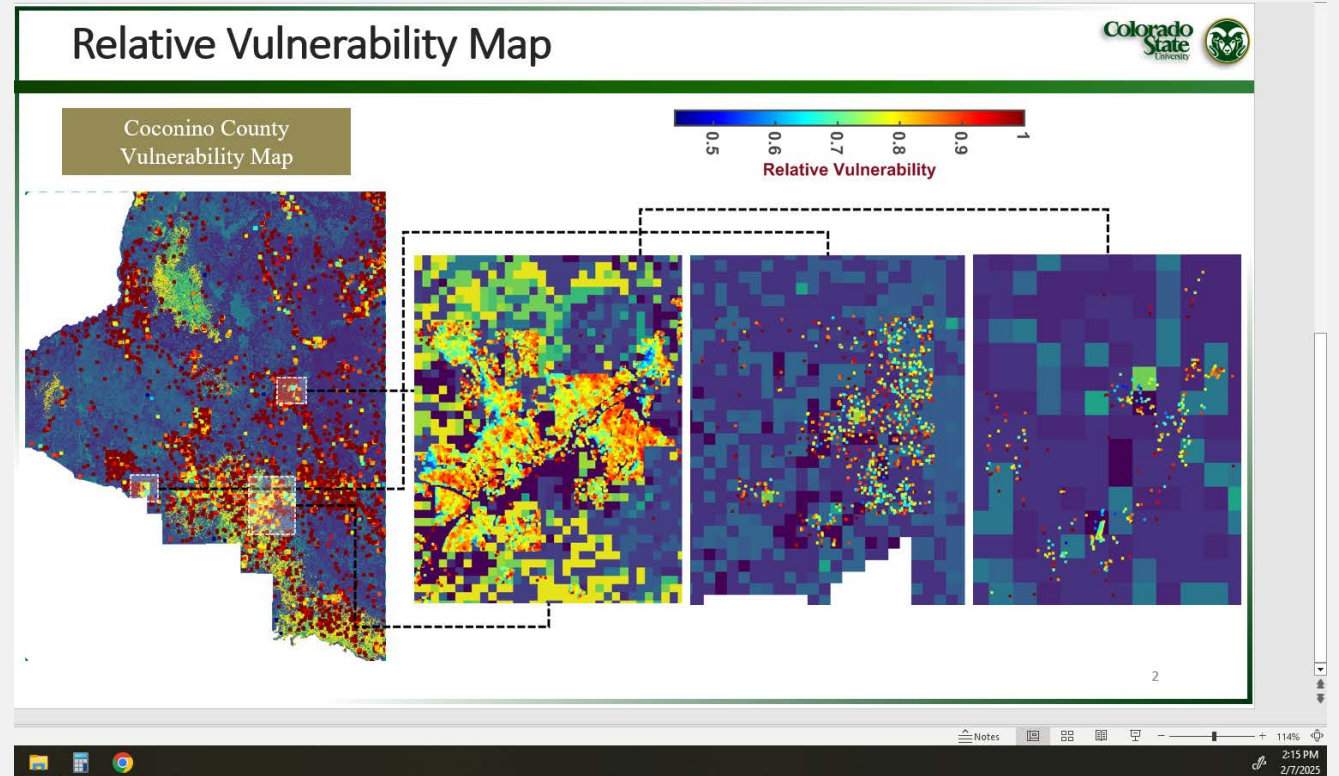
# ENGINEERING THE NATURAL ENVIRONMENT

- **Flagstaff Watershed Protection Project**
- Thinning Priorities: Upper Rio de Flag Watershed, Lake Mary Watershed, Inside City Limits
  - 56K planned acres
  - 18K acres accomplished
- 3K acres of beneficial fire annually
- Fire Pathways Modeling



# ENGINEERING THE BUILT ENVIRONMENT

- International Wildland Urban Interface Code
- Forest Management Plan and Resource Protection Standards
- Structure Vulnerability Modeling



# ECONOMIC INCENTIVES

Economic incentives encourage individuals and businesses to make choices that reduce fire risk.

Insurance Crisis Mitigation Initiative

ISO Rating

Air Filtration Program

Hazardous Fuel Mitigation Grants Support

Forest Management Partnerships

## WILDFIRE MITIGATION GRANTS

Federal and State Hazardous Fuel Reduction \$\$ accessed via Arizona Department of Forestry and Fire Management

How it works:

FFD staff complete a parcel level wildfire risk assesment

If the parcel qualifies, FFD staff mark trees for removal

The parcel owner selects a vendor to implement the contract

FFD reimburses the parcel owner (\$1800 - \$2500 per acre)

Roughly \$750K distributed across nearly 400 acres since 2015.

# EMERGENCY RESPONSE

Emergency response protects the community our partners and the firefighters.

Emergency Medical Services

Fire Suppression

Wildland Fire Response and Management (WFM)

CARE Unit

Special Operations (Haz-Mat & Technical Rescue)

SWAT Medics

Emergency Management

# FIRE DEPARTMENT STAFFING COMPONENTS

## Line Staff

- Frontline responders, including firefighters, paramedics, Emergency Medical Technicians and officers.
- Directly involved in fire suppression, emergency medical services, and rescues.

## Support Staff

- Administrative, training, logistics, and fire prevention personnel.
- Ensure smooth operations through planning, maintenance, and public education.

# SEVERITY STAFFING – NATIONAL FIRE DANGER RATING SYSTEM (NFDRS)

- NFRDS uses a complicated combination of indices combining weather, fuels, and topography to create risk outputs:
  - Low (Green) – Fire is unlikely and easy to control.
  - Moderate (Blue/Yellow) – Fire can start but is controllable.
  - High (Orange) – Fire starts easily and may spread quickly.
  - Very High (Red) – Fire spreads rapidly and is dangerous.
  - Extreme (Black) – Fire is uncontrollable and highly dangerous
- *These outputs help guide how Northern AZ Wildland Fire Agencies "staff up" so emergency response is covered.*





## LOCAL EXAMPLES OF SEVERITY STAFFING

Local Fire Departments/  
Districts

- Type I Engine
- Type 3/4 Incident Commander
- Formalized Planning Process

Federal/State

- Extra Equipment (bulldozers, excavators)
- Hotshot crews
- Aircraft resources

# TRAINING



Minimum  
National  
Standard for  
Wildland  
Firefighting



Annually  
Minimum 24  
hours of  
Wildland  
training  
required



Many  
members  
obtained  
advanced  
qualifications



# EMERGENCY MANAGEMENT

## Preparedness

- City-Wide Emergency Operations Plan
- Continuity of Operations & Continuity of Government
- Disaster Recovery Plan
- Emergency Alert System
- Community Resilience

## Response

- Incident Management Team
- Provide Situational Awareness
- Coordination
- Liaison



**QUESTIONS**

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Stacy Saltzburg, City Clerk  
**Date:** 02/13/2025  
**Meeting Date:** 02/18/2025



---

**TITLE**

**Future Agenda Item Request (F.A.I.R.):** A request by Mayor Daggett to place on a future agenda a discussion on how to organize the Fleet Electrification Policy to focus on the rightsizing of vehicles for the job.

**STAFF RECOMMENDED ACTION:**

Council Direction

**Executive Summary:**

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Mayor Daggett has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there are two other members of Council interested in placing it on a future agenda.

**Information:**

None

---

**Attachments:**

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Stacy Saltzburg, City Clerk  
**Date:** 02/13/2025  
**Meeting Date:** 02/18/2025



---

**TITLE**

**Future Agenda Item Request (F.A.I.R.):** A request by Mayor Daggett to place on a future agenda a discussion on the possibility of speed humps in Flagstaff and how they could work with snow operations.

**STAFF RECOMMENDED ACTION:**

Council Direction

**Executive Summary:**

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Mayor Daggett has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there are two other members of Council interested in placing it on a future agenda.

**Information:**

None

---

**Attachments:**