

**CONTRACT FOR PURCHASE OF MATERIALS/SERVICES**

Contract No. 2025-12

This Contract is made and entered into this 25 day of April, 2025 by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City") and immixTechnology, Inc., a Virginia corporation ("Contractor").

WHEREAS, City has used UKG Kronos software for payroll and timekeeping for several years; and

WHEREAS, City's prior contract with UKG Kronos Systems LLC, a Massachusetts limited liability company has expired and the UKG Kronos software is now being offered by Contractor; and

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

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

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

**UKG PRO TIMEKEEPING SOFTWARE**

and as more specifically described in the Scope of Work, attached hereto as Exhibit A. This Contract is intended to replace the purchase order issued by City on or about March 20, 2025.

2. Compensation: Contractor shall be paid per service quote for satisfactory performance of the Scope of Work attached as Exhibit A. Any price adjustment must be approved by the City in writing as a formal Contract Amendment. The City Council must approve any price adjustment if the annual contract prices exceed \$100,000; otherwise, the City Manager or his/her designee (the Purchasing Director) shall have authority to approve a price adjustment on behalf of the City.
3. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as Exhibit B, are incorporated by reference and shall apply to performance of this Contract, except to the extent modified by Exhibit A.
4. Insurance: Contractor shall meet insurance requirements of the City, attached hereto as Exhibit C.
5. Contract Term: The Contract term is for a period of one year commencing March 20, 2025 unless terminated pursuant to the Standard Terms and Conditions, attached hereto as Exhibit B. The Contract will be effective as of the date signed by both parties.
6. Renewal: The Contract may be renewed or extended annually by the 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.

**(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)**

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:

Brandi Suda  
City of Flagstaff  
211 W. Aspen Ave.  
Flagstaff, AZ 86001  
bsuda@flagstaffaz.gov  
928-213-2217

To Contractor:

immixTechnology, Inc.  
Eric Chanthakhone  
Eric.Chanthakhone@immixgroup.com  
8444 Westpark Drive, Suite 200  
McLean, VA 22102  
PH: 703-752-0610 or 1-571-384-3751  
FX: 703-752-0611

With a copy to:

Liane Garcia  
City of Flagstaff  
211 W. Aspen Ave.  
Flagstaff, AZ 86001  
lgarcia@flagstaffaz.gov

With a copy to:

Angie Molique  
City of Flagstaff  
211 W. Aspen Ave  
Flagstaff, AZ. 86001  
928-213-2210

8. 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.

Immix Technologies, Inc.:

By: Toni Meriwether

Title: Inside Sales Manager

CITY OF FLAGSTAFF

By: Rick Tadder

**Rick Tadder signed on 4/23/2025 1:20:42 PM**

Title: Director, Management Services

ATTEST:

Stacy Saltzburg

City Clerk

**Stacy Saltzburg signed on 4/25/2025 1:32:49 PM**

APPROVED AS TO FORM:

Anja Wendel

City Attorney's Office

**Anja Wendel signed on 4/23/2025 11:21:05 AM**

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

August 8, 2023

**EXHIBIT A  
SCOPE OF WORK**

**immixTechnology, Inc. Quote & Pamphlets – 18 pages**

# Sales Quotation

Liane Garcia  
 City of Flagstaff  
 211 W Aspen Ave  
 Flagstaff, AZ 86001  
 PH: 928-213-2279  
 lgarcia@flagstaffaz.gov

**Contract No.:** GS-35F-0265X  
**CAGE Code:** 3CA29  
**DUNS No.:** 09-869-2374  
**TAX ID#:** 54-1912608  
**Terms:** NET 30  
**FOB:** Destination

**Quote Number:** QUO-1505693-S2W2Q5  
**Quote Date:** 1/29/2025  
**Expiration Date:** 3/20/2025

Order Address:  
 immixTechnology, Inc.  
 8444 Westpark Drive, Suite 200  
 McLean, VA 22102  
 PH: 703-752-0610 FX: 703-752-0611

**immixTechnology, Inc. Contact:** Chanthakhoun, Eric  
 +1 571-384-3751  
 Eric.Chanthakhoun@immixgroup.com

**Manufacturer Quote #:**  
**Manufacturer Ref #:** 6110573

**Manufacturer Contact:** Kelly, Jennifer  
 978-947-2843  
 jennifer.kelly@kronos.com

Included at no cost:  
 UKG Pro Workforce Management Bundle  
 UKG PRO WFM INTEGRATION TO UKG TELESTAFF

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price
1	8604538-000A	GS-35F-0265X	XAAS	UKG PRO TIMEKEEPING HOURLY - STANDARD LIC, PEPM (850 lic x 12 months)** TRUSTED PRODUCT **	10200	\$5.8000	\$59,160.00
Period of Performance: 3/20/2025 to 3/19/2026.							
2	8604539-000A	GS-35F-0265X	XAAS	UKG PRO ACCRUALS - STANDARD LIC, PEPM (850 lic x 12 months)** TRUSTED PRODUCT **	10200	\$0.5800	\$5,916.00
Period of Performance: 3/20/2025 to 3/19/2026.							
3	8604956-000SAAS1	GS-35F-0265X	XAAS	UKG PRO WORKFORCE MICROSOFT OUTLOOK PLUGIN <2500 - PER MONTH** TRUSTED PRODUCT **	12	\$116.2500	\$1,395.00
Period of Performance: 3/20/2025 to 3/19/2026.							

**NC SALES TAX (9.18%): \$6,102.03**

<b>ANYTHING AS A SERVICE</b>	\$66,471.00
<b>Grand Total</b>	\$72,573.03

SID 6110573  
 3/20/25 - 3/19/26

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

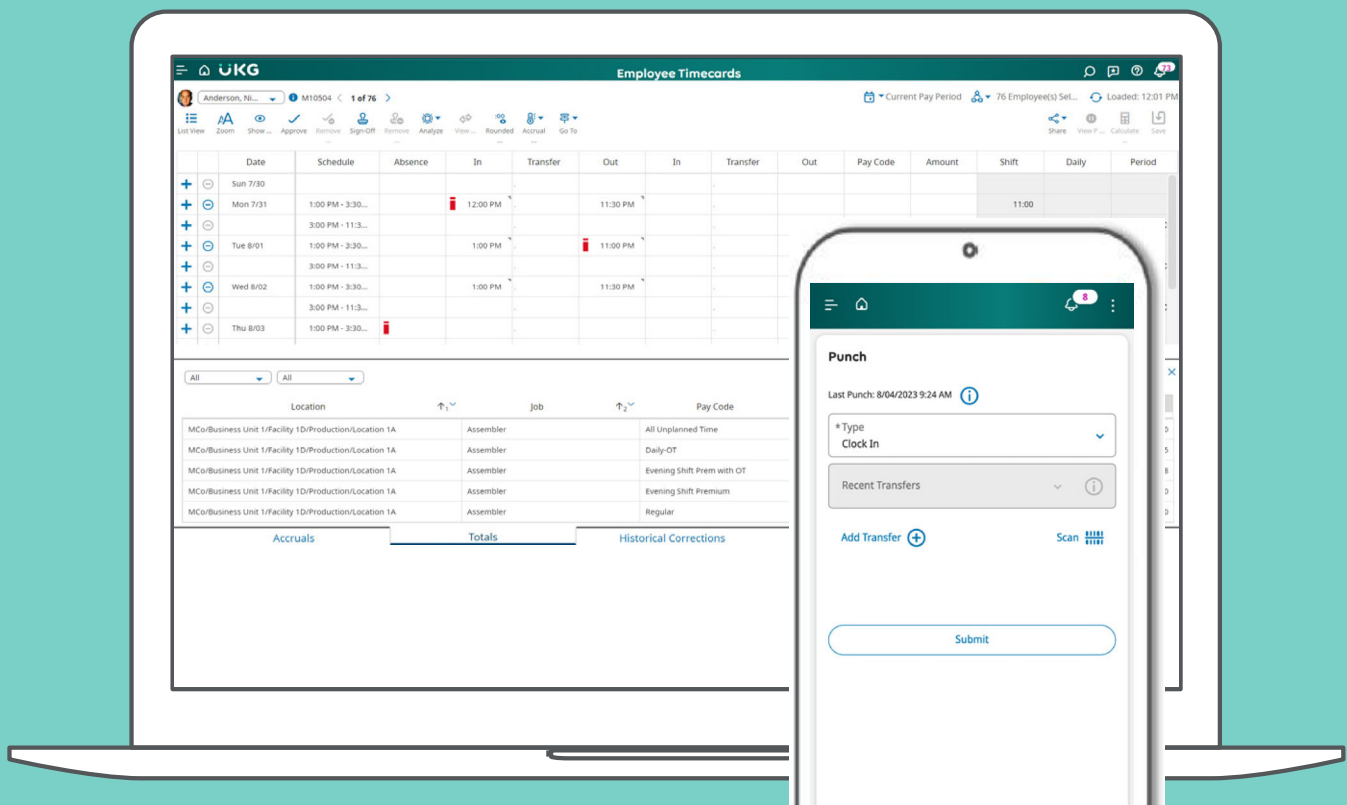
All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number, Our Quote Number, Part Numbers, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

The identified line items are Trusted Products under the immixGroup Trusted Supplier Program. immixGroup Trusted Supplier Program Policies, Commitments and Guarantees/Warranties can be obtained at: [http://www.immixgroup.com/uploadedFiles/Trusted-Supplier-Program\\_Guarantee-and-Warranty.pdf](http://www.immixgroup.com/uploadedFiles/Trusted-Supplier-Program_Guarantee-and-Warranty.pdf)

# UKG Pro Timekeeping Hourly

Simplify and automate **time and attendance tracking**

Manually tracking employee time and attendance makes it difficult for your organization to manage labor costs but also prevents insight into the well-being of your employees impacting the overall employee experience. UKG Pro® Timekeeping Hourly (formerly UKG Dimensions® Timekeeping Hourly) provides the tools and insights needed to accurately track time and attendance helping you reduce payroll errors, minimize excessive labor costs, and gain insight into the work your employees spend time on.



### Control Labor Costs

Increase labor-costing accuracy, strengthen auditability, and reduce off-cycle paychecks with the ability to easily view timecards and see exceptions such as missing, early-in, and late-out punches.



### Engage Your Employees

Built to be responsive and device agnostic, and optimized to deliver features across mobile and tablet devices for use anywhere.



### Stay Compliant

Benefit from automatic updates to regulatory guidelines such as FLSA, FMLA, and ACA, making compliance easier.

# Key Features

## For managers

- Pay policy items (pay codes, work rules, wage profiles)
- Time & attendance reports
- Group edits
- Timecard actions (approval, signoff, edit, transfers, etc.)
- Time & attendance Audits
- Overtime alerts (rejected, projected, approaching)
- Alerts for projected shift differentials
- Setup options
- Move Amounts enables managers to easily override pay code totals to move from one totals bucket to another for accurate reporting

## For employees

- Ability to make time-off and other scheduling requests directly from the calendar
- Separate hourly and salaried timecards
- Personalized time-entry records for recording time against projects
- Full mobile timecard functionality
- Attestation allows organizations to implement a meal break lockout

## Manage All Your People Data in One Place

- View accruals, weekly totals, exceptions, and transfers all in one place
- Offer your people easy visibility into shift, holiday, and time-off information all in a single location
- Use configurable notifications to alert employees or managers about missing time that is auto-resolved, employee-justified, or manager-justified in order to deal with issues quickly
- Use flexible tracking and editing capabilities to quickly modify punch and timecard data
- Eliminate exceptions and reduce the time users spend managing timecards
- Improve the efficiency of major workflows and allow people to accomplish frequent tasks in one click, directly from the home page

## Access Key Metrics in Real Time

- Benefit from having all time and attendance data be visualized, sorted, filtered, and exported according to personal preference
- Allow employees and managers to view critical information at a glance through a flexible, intuitive interface
- Provide hourly workers in the field with mobile access to the same features as in their desktop project timecard
- Capture labor data and identify trends through user-friendly timesheets
- Improve decision making with data visibility and reports that simplify access to the information needed to solve business issues



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# UKG Pro Timekeeping Salaried

## Simplify and automate time and attendance tracking

Manually tracking employee time and attendance makes it difficult for your organization to not only manage labor costs but also prevents insight into the well-being of your employees which can impact the employee experience. UKG Pro® Timekeeping Salaried (formerly UKG Dimensions® Timekeeping Salaried) provides the tools and insights needed to accurately track time and attendance helping you reduce payroll errors, minimize excessive labor costs, and gain insight into the work your employees spend time on.



### Simple, Yet Comprehensive

The project-centric view of work makes it easy for salaried workers to choose the project and enter the duration giving you insight into their work.



### Data-driven Work Insight

Whether it's managing labor costs or supporting employee well-being, every minute, every hour in the timecard provides deeper insight into the work your people do giving you confidence to make decisions that meet your strategic business goals.



### Mobile Experience

Professional workers can access the features of their desktop project timecards right on their mobile phones for an experience so easy they may forget they're working on their timecards!



# Key Benefits

## Control Labor Costs

Automatically apply work and pay rules to reduce payroll inflation

Increase labor-costing accuracy, strengthen auditability, and reduce off-cycle paychecks

## Minimize Compliance Risk

Centrally enforce regulatory guidelines such as FLSA, FMLA, and ACA

Accessible for all employees by meeting the latest Web Content Accessibility Guidelines (WCAG)

## Improve Productivity

Automate and streamline time-consuming administrative tasks

Gain real-time visibility into workforce data for improved decision making

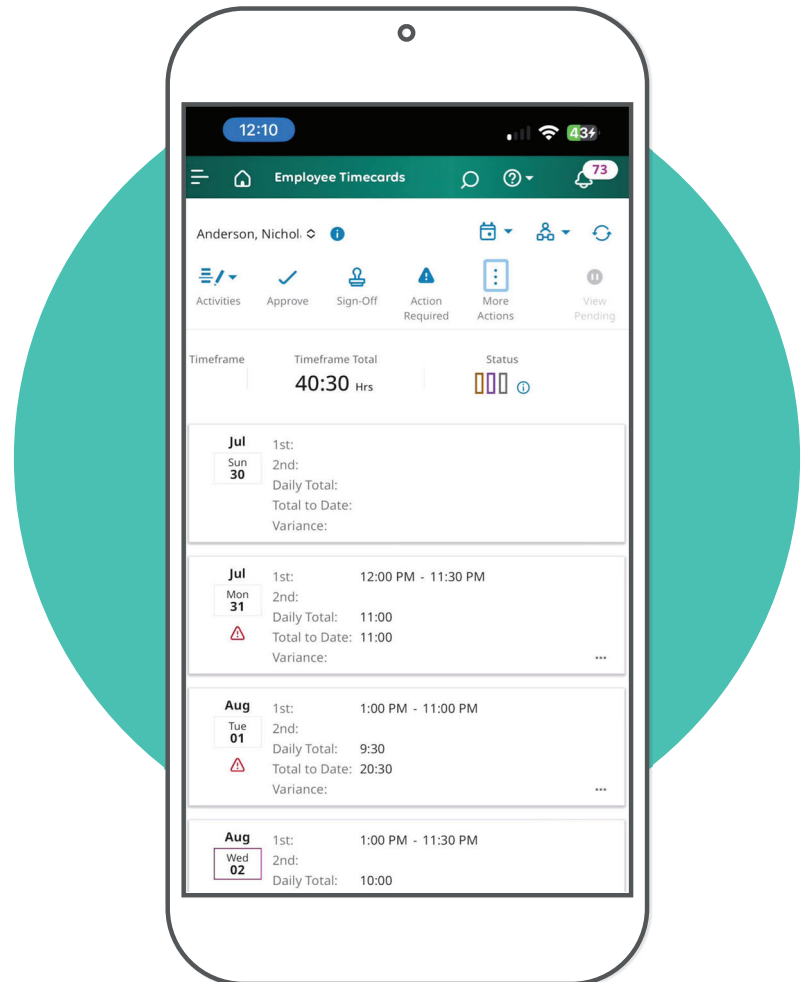
## Engage Employees

Device-agnostic and built responsively so employees can access their projects anywhere on any device — mobile or tablet

Salaried-specific timecard allows users to get in and out of the system quickly

## UKG Pro Salaried Timekeeping Features

- Track time in durations against projects
- Manually entered or build pattern-based schedules
- Time-off requests & recommendations
- Bonus or Mileage entry
- Manager timecard editing
- OT Management
- Approvals & Sign-off
- Rich Dataviews & data visualization



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# UKG Pro Activities

## Improve Operational Performance with Real-Time Insights into Productivity.

Without a solution to track labor against activities, organizations can only estimate the time spent per task, causing inaccurate pay, misquoted jobs, and a lack of understanding on the actual cost to build a product. With a focus on people in everything it does, UKG Pro® Activities (formerly UKG Dimensions® Activities) for organizations to gain real-time visibility into organizational data to power more intelligent decision making, optimize efficiency, increase employee productivity, and ultimately improve operational performance.



### Comprehensive Reporting

Extract and analyze data in real time via standard reports, APIs, and Dataviews to proactively align capacity with demand, keeping your people motivated and productive.



### Enhanced People Experience

With Activities, your people can view and track relevant, tailored information to their specific role and location on the device of their choice.



### Timely Comprehensive Updates

Activities enables you to stay in sync with external Enterprise Resource Planning (ERP) systems through bidirectional interface capabilities providing seamless communication and preserving data integrity.

# Key benefits

## For managers

Identify and deploy your most productive performers

Gain real-time visibility into items that are a work in progress

Streamline operations by identifying and removing bottlenecks

Quickly reallocate and optimize critical labor resources to meet production deadlines

Assess critical KPIs such as productivity, efficiency, and direct vs. indirect time

Simplify system interaction with the logical guided workflow for your people with pre-built templates

Develop accurate labor standards by understanding variances between actual and standard performance

Automate reconciliation of labor hours to payroll

## Key features of UKG Pro Activities

- Improved accuracy by introducing logic to show only necessary fields with Smart Forms
- Robust API integration powered by Boomi with easier access to API set expansions
- Accurate activity selection with new business structure framework
- Activity data directly integrated into employee timecard
- Activity exceptions highlight relevant missing data such as orphan, idle, or missing result
- Third-party integration with ERP systems which only sends and receives what is relevant or changed
- Visibility into allocated versus actual hours



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# UKG Pro Absence

Proactively Balance the Needs of Your People and Organization in a Fair Manner

Employee absence is often unpredictable, but UKG Pro® Absence (formerly UKG Dimensions® Absence) can give you the insight you need to lower costs, maintain productivity, and avoid the risk of noncompliance with labor laws and regulations. Undeniably, the costs of employee absence are both real and measurable at your organization. But there is good news — the cost of absenteeism and its effects on productivity can be controlled with UKG Pro Absence.



### Proactive Indicators

Improve productivity and prevent burnout by standardizing the administration and enforcement of leave policies.



### Recognize & Incentivize

Auto-trigger rewards or corrective actions to ensure attendance management is reasonable and applied fairly across the organization.



### Visible Insights

Accurately measure the cost of absenteeism and understand key drivers through reporting capabilities, providing complete visibility into attendance and leave data.



# Key benefits

## For Managers

Instant, anytime access to the insight and tools needed to proactively manage your people

Out-of-the-box reports give managers complete visibility into attendance and leave data

Track time and manage policies from a single automated platform to stay prepared for audits

Automatic recommendations help managers determine which time-off requests to approve

## For Employees

Request leave and open leave cases on their own

Edit signed-off periods up to 72 hours after sign-off

Open or edit leave cases on a mobile device for easy access

Make leave edits and add leave time through the schedule

## Leave Features

- Automate processes such as requesting a leave of absence, checking eligibility, generating documentation, sending notification reminders, and following up
- Instantly generate leave-related documents such as the Certificate of the Healthcare Provider and the Rights and Responsibilities forms
- Automatically track, manage, and calculate accruals and route leave of absence requests
- Track both paid and unpaid time concurrently
- Easy-to-configure standardized, rule-driven procedures for submitting, approving, and executing employee leave requests to help ensure fair, objective determination of employee eligibility and entitlement

## Attendance Features

- Automate your attendance policies, both complex and simple
- Notify managers when employees approach or reach designated attendance thresholds, so they can act to reward or discipline workers as appropriate
- Employ one-click creation of personalized attendance documents and disciplinary letters
- Maintain compliance by auto-triggering configured rewards or disciplinary actions — making management of attendance fair and objective.
- Track and log all activities and events associated with disciplinary and reward scenarios in detail for compliance and backup

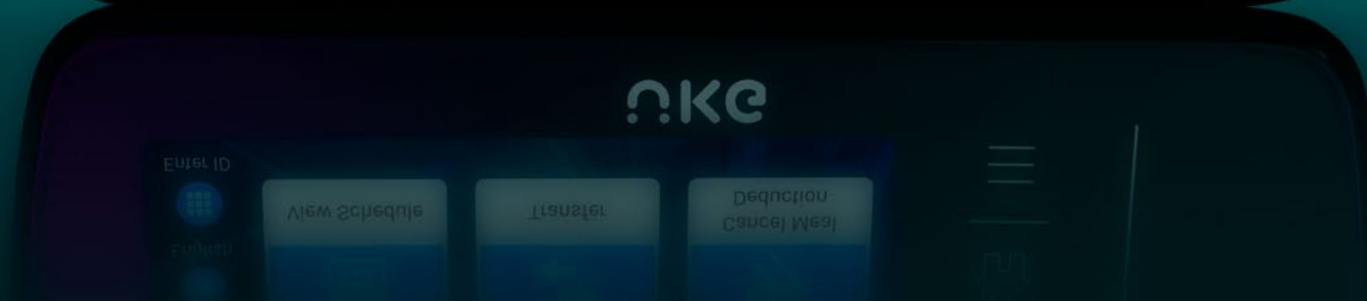
## Accrual Features

- Has a single point of access within the UKG Pro Workforce Management suite to manage accruals
- Is fully integrated with the timekeeping solution to improve payroll team productivity
- Allows employees to take their earned time off and helps management better understand their organization's leave liability

# UKG

## UKG InTouch DX

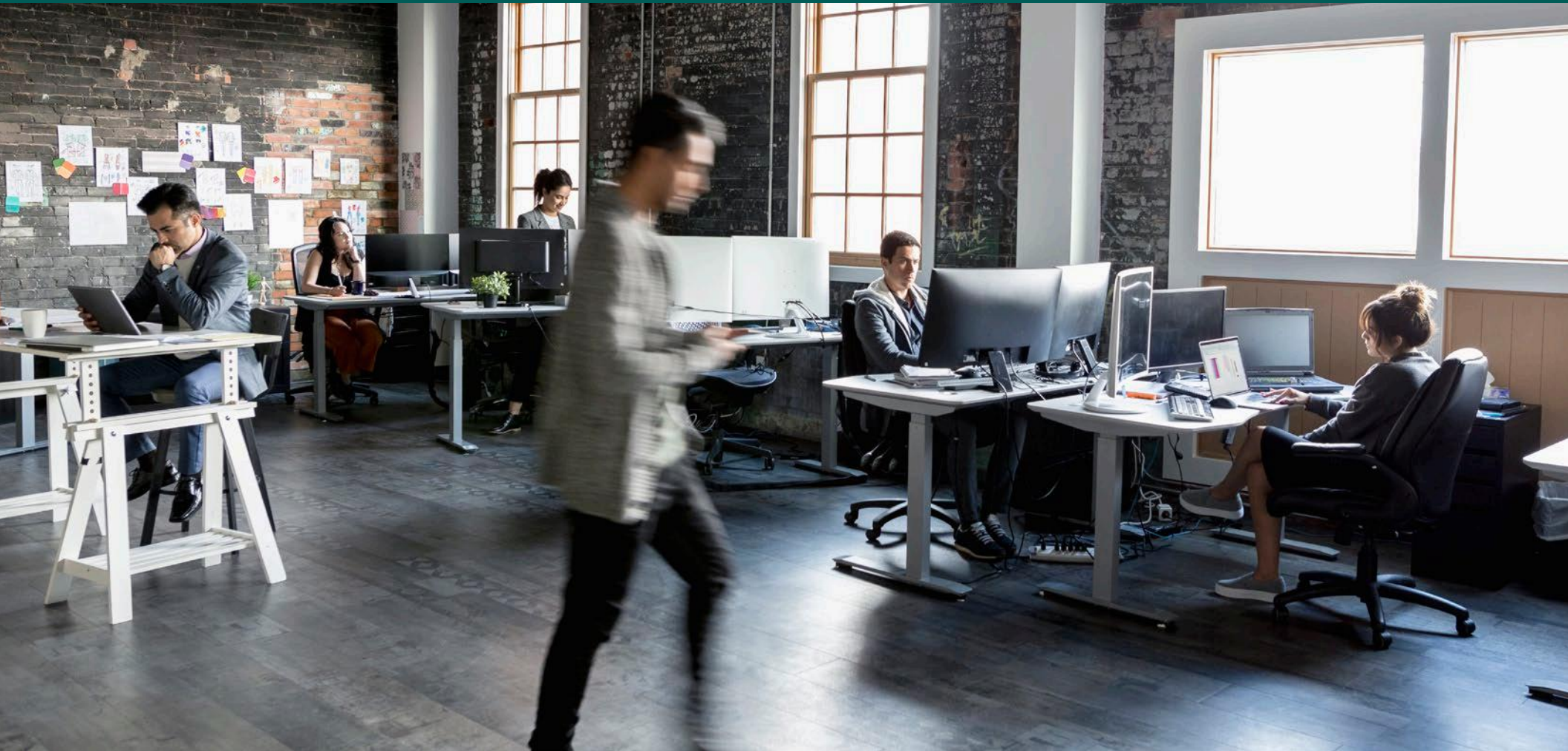
A reimagined timeclock experience for the modern workforce



# Meet the UKG InTouch DX

**The future of work is people.** This requires having technology that both empowers employees and managers to work productively — and engages them with an easy-to-use interface that helps them do their jobs better. The InTouch DX™ is an innovative timeclock that provides the usability and personalization features that today's employees expect, while harnessing built-in intelligence to surface important issues and present relevant actions in context for more efficient interactions.

The InTouch DX also works seamlessly with the UKG workforce management products to drive accurate timekeeping, collaborative scheduling, regulatory compliance, and real-time access to the latest employee data. The InTouch DX timeclock also comes with a new available feature: UKG TouchFree ID™. It offers advanced technology that recognizes everyone in your workforce and provides touch-free convenience and speed — with an interface that's extremely user-friendly.



# Hardware designed for how people work today — and tomorrow

With its sleek design and slim profile, the InTouch DX reflects the latest in modern consumer electronics. A large, super-responsive touchscreen and optimized viewing angle help streamline and speed interactions. Employees can quickly punch in and out and navigate to their schedules, time-off requests, and timecards — all from one screen. An always-on time/date display and brightly lit card reader icons make it easy for users to see clearly, so they can get down to business right away.

The DX combines ergonomic features with a rugged, industrial design that stands up to serious use — even in the most demanding environments. The system is easy to install and service, and its intuitive interface makes it incredibly simple to learn and use. With support for all commonly used employee card and badge technologies, the DX can read the same employee ID cards your employees use for physical access control. Best of all, the InTouch DX is future-ready, so you have access to new technologies — like UKG TouchFree ID — as they become available, helping you keep pace with change and realize maximum value.



large, super-responsive touchscreen



punch in and out faster than ever



# Introducing TouchFree ID

At UKG, we don't just say that our purpose is people. We actually build our technology around them. That's why we took our InTouch DX timeclock to the next level by adding even more modern, people-focused features that fit the way employees work today.

Introducing UKG TouchFree ID™ — now available as an integrated option with the DX. TouchFree ID is incredibly easy to use. Once you interact with it, there's no need to reintroduce yourself — the system never forgets a face. Just smile and you're good to go. You can count on TouchFree ID's dual-camera technology to recognize everyone in your workforce — any face, feature, or height. Touchless technology also makes clocking in much more convenient. You can just stroll up, glance over, and go about your day. No matter your industry, height, or environment, if you want an easy-to-use timeclock with next-gen features, InTouch DX with TouchFree ID is built for people like you.



**recognizes  
everyone in your  
workforce**



**clocking in  
is incredibly  
convenient**

# An intelligent timeclock that puts convenience first

The UKG InTouch DX is designed with efficiency and convenience in mind, anticipating the user's next task and combining related actions for faster interactions. For example, the My Time function brings the timecard and schedule together, so employees can quickly and easily compare punches to scheduled hours to verify accuracy and minimize exceptions.

But the convenience doesn't stop there. InTouch DX empowers users to perform many common actions (punching in and out, transferring locations or projects) at multiple clocks during a single shift. Administrators can configure DX devices across your facility to enforce schedule restrictions, and the clocks can access and enter employee data in the cloud in real time — so your people can interact with the most convenient timeclocks throughout the shift for enhanced efficiency and seamless continuity.



**combines related  
tasks for faster  
interactions**



**real-time data  
access and updates  
in the cloud**



# An intuitive and engaging employee experience

The DX's streamlined navigation and intelligent features provide an intuitive, personalized experience that's designed to delight and built to engage. After users authenticate, the SmartLanding function instantly alerts them to unread messages and status updates since the last check-in. The device pushes the latest notifications — punch-in/punch-out confirmations, time-off approvals, schedule updates, shift swap requests — right to the employee, so there's no need to hunt and peck for information.

With UKG InTouch DX, users authenticate once and log in to Individual Mode, where a personalized home screen provides one-stop access to frequently used self-service transactions. Users can request time off, view accruals, swap shifts, and more — without having to present their badge for each separate task.



instantly pushes  
notifications to  
employees



personalized  
home screen

# Key features

## Large 7" capacitive touchscreen with wide VGA full-color LCD

With its super-responsive touchscreen and reimagined user experience, the UKG InTouch DX drives rapid adoption and new levels of efficiency.

## A personalized experience with real-time notifications

SmartLanding surfaces the issues and tasks that require immediate action, and Individual Mode provides instant access to employee-specific transactions.

## Streamlined navigation for faster interactions

My Time brings the timecard and schedule together so employees can compare punches to time worked — without all the back and forth.

## Optimized viewing angle for ergonomic use

The front panel is angled to optimize viewing when mounted at the height required by the Americans with Disabilities Act.

## A rugged device designed for virtually any environment

With its industrial-strength enclosure, the UKG InTouch DX is extremely durable and reliable — even in the toughest, grimmest workplaces.

## Touchless technology an integrated option

TouchFree ID facial recognition is available as an option for hands-free convenience and a streamlined timeclock experience.

## Multilanguage support for your diverse workforce

UKG InTouch DX users can select their preferred language from the multiple options supported by UKG solutions.

## Multiple card reader and biometric options

Works with all major badge/card formats and supports Touch ID Plus finger scan or TouchFree ID face biometrics to simplify user authentication.

**UKG**

# UKG InTouch DX device specifications

<b>User interface</b>	7" color wVGA LCD and dedicated, always-on time and date display Rugged capacitive touchscreen Multicolor LED indicator Speaker and microphone		
<b>Available integrated readers and supported card technologies</b>	Integrated bar code badge reader Integrated magnetic stripe card reader Integrated HID proximity card reader	Integrated contactless smart card reader supporting the following technologies: HID™ iCLASS™      MIFARE Classic®      LEGIC prime™ HID™ iCLASS SE™      MIFARE® DESFire® EV1      LEGIC advant™ HID™ iCLASS™ Seos™      MIFARE® DESFire® EV2	
<b>Communications</b>	10/100 Mbps auto-sensing Ethernet with DHCP, https, IPV4, and IPV6 support Optional wireless 802.11 b, g, or n 2.4 GHz with WPA, WPA2 Personal, and WPA2 enterprise security		
<b>CPU type</b>	NXP i.MX8M Mini Quad Core Cortex-A53		
<b>Memory</b>	16 GB MicroSD card, 32GB eMMC Flash		
<b>Power</b>	Integrated Power Over Ethernet (802.3af) and Power Over Ethernet Plus (802.3at) 100-240V, 1.0A max, AC power adaptor (optional)		
<b>Environment</b>	Operating temperature: 0°-40° Celsius Storage temperature: -20°-70° Celsius		
<b>Dimensions</b>	11.5" wide x 5.5" high x 4" deep (without TouchFree ID) 11.5" wide x 6.5" high x 4" deep (with TouchFree ID)		
<b>Enclosure</b>	Rugged polycarbonate/ABS resin		
<b>Shipping weight</b>	5 lbs.		
<b>Options</b>	UKG TouchFree ID™ face biometrics UKG Touch ID™ Plus finger scan biometrics External proximity reader External linear imager bar code scanner Backup battery Universal relay Wi-Fi adapter		

## Put UKG InTouch DX to work for you

+1 800 225 1561 | [UKG.com/intouchDX](https://www.ukg.com/intouchDX)

### About UKG

At UKG (Ultimate Kronos Group), our purpose is people™. Built from a merger that created one of the largest cloud companies in the world, UKG believes organizations succeed when they focus on their people. As a leading global provider of HCM, payroll, HR service delivery, and workforce management solutions, UKG delivers award-winning Pro, Dimensions, and Ready solutions to help tens of thousands of organizations across geographies and in every industry drive better business outcomes, improve HR effectiveness, streamline the payroll process, and help make work a better, more connected experience for everyone. UKG has more than 15,000 employees around the globe and is known for an inclusive workplace culture. The company has earned numerous awards for culture, products, and services, including consecutive years on Fortune's *100 Best Companies to Work For* list. To learn more, visit [ukg.com](https://www.ukg.com).



Our purpose is people

Connect with us online [@UKG.com](https://twitter.com/UKG)

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**EXHIBIT B**  
**STANDARD TERMS AND CONDITIONS**  
*(Attached)*

## EXHIBIT B

### TERMS AND CONDITIONS (COMMODITIES)

(Last Updated December 20, 2023)

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

#### IN GENERAL

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

#### MATERIALS

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

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

## **PAYMENT**

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

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

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

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

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

- 26. 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.
- 27. 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.
- 28. 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.
- 29. 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**

- 30. 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**

- 31. PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.
- 32. COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the Parties.
- 33. AMENDMENTS:** The Contract may be amended by written agreement of the Parties.
- 34. 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.
- 35. NO WAIVER:** Both Parties have the right to insist upon strict performance of the Contract, and the prior failure of a Party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.
- 36. 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.
- 37. BINDING EFFECT:** The Contract shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

## **EMPLOYEES AND SUBCONTRACTORS**

- 38. 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.

39. **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, and/or familial status and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. In addition, any Contractor whose business is located within City of Flagstaff limits shall comply with the Flagstaff City Code, Chapter 14-02, *Civil Rights*, which also prohibits discrimination based on sexual orientation or gender identity or expression.
40. **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.
41. **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/or 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**

42. **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 defaulting Party, which shall be effective upon receipt. In the event of default, the Parties may execute all remedies available at law in addition to the Contract remedies provided for herein.
43. **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.
44. **CONTRACTOR REMEDIES:** In the event of the City's default, Contractor may pursue all remedies available at law, except as provided for herein.

45. **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.
46. **TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, the Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If the Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination.
47. **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.
48. **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.
49. **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.
50. **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**

51. **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.
52. **ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with the City without the prior written consent of the City.
53. **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.

54. **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.
55. **GOVERNING LAW:** The Contract shall be construed in accordance with the laws of Arizona.
56. **FORUM:** In the event of litigation relating to the Contract, any action at law or in equity shall be filed in Coconino County, Arizona.
57. **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.
58. **FORCE MAJEURE:**
  - 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.
59. **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.
60. **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.
61. **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 terminates on the Contract termination date.

- 62. 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.

**EXHIBIT C**  
**INSURANCE**  
*(Attached)*

**EXHIBIT C**

**INSURANCE REQUIREMENTS (COMMODITIES)**

(Last Updated December 20, 2023)

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

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

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

a. Commercial General Liability - Occurrence Form

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

b. Umbrella Coverage \$2,000,000

c. Automobile Liability

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

d. Workers' Compensation and Employer's Liability

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

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.