CITY COUNCIL REGULAR MEETING AGENDA

REGULAR COUNCIL MEETING
TUESDAY
JANUARY 20, 2026

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. All comments submitted via email will be considered written comments and will be documented in the record as such.

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1. CALL TO ORDER

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

1. Councilmember House to make one appointment.

B. Consideration of Appointments: Building and Fire Code Board of Appeals

STAFF RECOMMENDED ACTION:

1. Councilmember Aslan to make one appointment.

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 Cooperative Purchase Contract: Purchase of Two Skid Steer Loaders from Flagstaff Equipment Co. Inc. in the amount of $105,892.59.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with Flagstaff Equipment Co., Inc for the purchase of Two Skid Steer Loaders in the amount of $105,892.59; one tracked skid steer loader for $57,920.49, and one wheeled skid steer loader for $47,972.10; and
2. Authorize the City Manager to execute the necessary documents.

B. Consideration and Approval of Contract: B2B Direct Sales, Inc. DBA The HVAC Company and the City of Flagstaff for the purchase of an HVAC unit for the Northern Arizona Center for Entrepreneurship and Technology (NACET) Incubator Property in the amount of $205,021.18.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract through Equalis Group with Education Service Station 10 Contract #R10-1132E, between B2B Direct Sales, Inc. DBA The HVAC Company, and the City of Flagstaff to purchase a 20-ton Trane rooftop unit (RTU) SLHPF20EC air conditioning unit for NACET in the amount not exceed $205,021.18; and
2. Authorize the City Manager to execute the necessary documents.

C. Consideration and Approval of Contract: Roofing Repair and Installation Services at Brannen Homes

STAFF RECOMMENDED ACTION:

1. Approve the purchase for roofing repairs and installation through a cooperative purchase contract 1GP contract number 21-06P-02 with Progressive Roofing in the amount of $628,347.00; and
2. Authorize the City Manager to execute the necessary documents.

D. Consideration and Approval of Contract: Approval of Participation in a State-Funded Pilot Program for Peregrine software.

STAFF RECOMMENDED ACTION:

Approve the purchase of the Peregrine software in the amount of $82,500 with funding allocated by the State for participation in a state-funded pilot program.

8. ROUTINE ITEMS

A. Consideration and Approval of Contract: With Open Sky Productions, LLC for a 4th of July Drone Show in the amount of $122,500, annually, for the term of the contract.

STAFF RECOMMENDED ACTION:

1. Approve the Contract for Services in the amount of $122,500, annually, with Open Sky Productions, LLC; and
2. Authorize the City Manager to execute the necessary documents.

B. Consideration and Adoption of the Citywide Cost Recovery Policy

STAFF RECOMMENDED ACTION:

Approve the Citywide Cost Recovery Policy

9. PUBLIC HEARING ITEMS

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

A. Consideration and Adoption of Resolution No. 2026-03 and Ordinance No. 2026-01: 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-23-00134 - Sign Standards" and an Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code.

STAFF RECOMMENDED ACTION:

At the January 20, 2026, Council Meeting:
1. Read Resolution No. 2026-03 by title only for the first time
2. City Clerk reads Resolution No. 2026-03 by title only (if approved above)
3. Read Ordinance No. 2026-01 by title only for the first time
4. City Clerk reads Ordinance No. 2026-01 by title only (if approved above)

At the February 3, 2026, Council Meeting:
1. Adopt Resolution No. 2026-03
2. Read Ordinance No. 2026-01 by title only for the final time
3. City Clerk reads Ordinance No. 2026-01 by title only (if approved above)
4. Adopt Ordinance No. 2026-01

10. REGULAR AGENDA

A. Consideration and Adoption of Resolution No. 2026-05: A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement with the Arizona Department of Forestry and Fire Management for the Northern Arizona Wildland Fire Training Facility.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2026-05 by title only
2. City Clerk reads Resolution No. 2026-05 by title only (if approved above)
3. Adopt Resolution No. 2026-05

B. **Consideration and Adoption of Resolution No. 2026-06:** a resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between Coconino County, for the benefit of the Coconino County Constables of the Flagstaff and Williams Precincts, and the City of Flagstaff for dispatch services.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2026-06 by title only
2. City Clerk reads Resolution No. 2026-06 by title only (if approved above)
3. Adopt Resolution No. 2026-06

C. **Consideration and Adoption of Resolution No. 2026-04:** A resolution of the Flagstaff City Council, authorizing the Intergovernmental Agreement between the City of Flagstaff and the State of Arizona through its Department of Public Safety for Local Border Support Grant Funds.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2026-04 by title only
2. City Clerk reads Resolution No. 2026-04 by title only (if approved above)
3. Adopt Resolution No. 2026-04

D. **Consideration and Adoption of Resolution No. 2026-07:** A resolution authorizing approval of Amendment One to the Intergovernmental Agreement between the State of Arizona and the City of Flagstaff for the Red Gap Ranch Longitudinal Waterline. (IGA with ADOT to amend the established permit process for a regional water supply waterline in I-40)

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2026-07 by title only
2. City Clerk reads Resolution No. 2026-07 by title only (if approved above)
3. Adopt Resolution No. 2026-07

11. DISCUSSION ITEMS

A. Inner Basin Waterline Restoration Project Awards Presentation

Information Only

12. 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 Citizen Petition titled "Resolution condemning Trump's illegal war"

Council Direction

13. OPEN CALL TO THE PUBLIC

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

15. 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 _____, 2026.

_____
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 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: 01/15/2026

Meeting Date: 01/20/2026

TITLE:

Consideration of Appointments: Heritage Preservation Commission

STAFF RECOMMENDED ACTION:

1. Councilmember House to make one appointment.

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.

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 two (2) applications on file for the At-Large or Professional position who would be a voting member. The application is as follows:

- Caitlin Stewart (New Applicant)
- Megan Hudspeth (New Applicant)

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

COUNCIL APPOINTMENT ASSIGNMENT: Councilmember House

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 members 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: 01/15/2026

Meeting Date: 01/20/2026

TITLE:

Consideration of Appointments: Building and Fire Code Board of Appeals

STAFF RECOMMENDED ACTION:

1. Councilmember Aslan to make one appointment.

Executive Summary:

The Building and Fire Code Board of Appeals consists of seven citizens who meet when necessary. The Board holds hearings on appeals related to applications and interpretation of City building and fire codes. The Board of Appeals has no authority to interpret the administrative provisions of the code, nor is the Board empowered to waive requirements of the code.

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 one (1) applications on file for consideration by the Council as follows:

- David Merrell (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 ASSIGNMENT: Councilmembers Aslan

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 Board member: By appointing a member at this time, the Building and Fire Code Board of Appeals 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: Bldg & FIre Code BOA - Authority

CHAPTER 2-02
BUILDING AND FIRE CODE BOARD OF APPEALS

SECTIONS:

2-02-001-0001 GENERAL
2-02-001-0002 MEMBERSHIP OF BOARD
2-02-001-0003 OFFICERS
2-02-001-0004 SECRETARY
2-02-001-0005 LEGAL COUNSEL
2-02-001-0006 MEETINGS/HEARINGS
2-02-001-0007 RULES AND PROCEDURES
2-02-001-0008 STAY OF APPEAL
2-02-001-0009 BOARD DECISION

2-02-001-0001 GENERAL

A. In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The Board of Appeals shall be appointed by the City Council and shall hold office at its pleasure.

B. Authority.

1. An application for an appeal shall be based on a claim that the true intent of the applicable code or the rules legally adopted thereunder have been incorrectly interpreted; the provisions of the applicable code do not fully apply or an equally good or better form of construction is proposed. The Board has no authority relative to interpretation of the administrative provisions of the applicable code nor shall the board be empowered to waive its requirements.

C. Application.

1. The application for appeal shall be filed on a form obtained from the code official within ten (10) days after the notice was served, and shall be accompanied by a non-refundable fee as established in the City's fee schedule. (Ord. 2011-31, 01/03/2012)

2-02-001-0002 MEMBERSHIP OF BOARD

A. The Board of Appeals shall consist of seven (7) individuals, serving three (3) year staggered terms, appointed by the Council who are qualified by experience and training to pass upon matters pertaining to building construction and pertinent matters of the Fire Code, Chapter 5-02.

B. The Building Official and Fire Marshal shall be ex officio members of said Board but shall have no vote on any matter before the Board.

C. A quorum shall consist of four (4) voting members of the Board.

D. Citizen members of the Board may be removed by the Mayor and Council for inefficiency, neglect of duty or malfeasance in office or in accordance with the Board and Commission Members' Rules and Operations Manual adopted by resolution of the City Council. (Ord. 2011-31, 01/03/2012; Ord. 2014-28, Amended, 11/18/2014; Ord. 2016-30, Amended, 07/05/2016)

2-02-001-0003 OFFICERS

The Board shall annually select one of its voting members to serve as Chairperson and one voting member to serve as Vice-Chair. (Ord. 2011-31, 01/03/2012)

2-02-001-0004 SECRETARY

The Community Development Director shall designate a qualified clerk to serve as secretary of the Board. The secretary shall file a detailed record of all proceedings in the office of the City Clerk. (Ord. 2011-31, 01/03/2012)

2-02-001-0005 LEGAL COUNSEL

The City Attorney's Office shall make available legal counsel to the Board to provide members with general legal advice concerning matters before them for consideration. (Ord. 2011-31, 01/03/2012)

2-02-001-0006 MEETINGS/HEARINGS

All hearings before the board shall be open to the public. The appellant, the appellant's representative, the code official(s) and any person whose interest are affected shall be given an opportunity to be heard.

A. The Board shall meet upon notice from the Chairperson or Vice-Chairperson within twenty (20) days of the filing of an appeal.

B. A member shall not hear an appeal in which that member has a personal, professional or financial interest.

C. Hearing Procedures:

1. The Board shall adopt and make available to the public through the ex-officio building official procedures under which a hearing will be conducted. The procedures shall not require strict compliance with strict rules of evidence, but shall mandate that only relevant information be received. (Ord. 2011-31, 01/03/2012)

2-02-001-0007 RULES AND PROCEDURES

Official business shall be conducted pursuant to the Board of Appeals' adopted hearing procedures and the Board and Commission Members' Rules and Operations Manual adopted by Resolution No. 2014-37 of the City Council and in accordance with meeting procedures, if any, adopted by the Commission insofar as they are not in conflict with the Board and Commission Members' Rules and Operations Manual. In the event of any such conflict, the provisions of the Board and Commission Members' Rules and Operations Manual shall prevail. (Ord. 2011-31, 01/03/2012; Ord. 2014-28, Amended, 11/18/2014)

2-02-001-0008 STAY OF APPEAL

During the pendency of the request to the Board, the decision appealed will be stayed unless the fire marshal or building officer determines that a stay would create or allow the continuance of a substantial hazard threatening the lives or property of persons other than the appellant. (Ord. 2011-31, 01/03/2012)

2-02-001-0009 BOARD DECISION

A. The Board shall affirm, modify or reverse the decision of the code official by affirmative votes of the majority present, but not less than three, shall be required.

B. The decision of the Board shall be by written decision issued no later than 30 (thirty) days following the last hearing. Certified copies shall be furnished by the appellant and to the code official. (Ord. 2011-31, 01/03/2012)

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Nathan Naliborski, Fleet Manager

Co-Submitter: Jen Brown

Date: 01/15/2026

Meeting Date: 01/20/2026

TITLE:

Consideration and Approval of Cooperative Purchase Contract: Purchase of Two Skid Steer Loaders from Flagstaff Equipment Co. Inc. in the amount of $105,892.59.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with Flagstaff Equipment Co., Inc for the purchase of Two Skid Steer Loaders in the amount of $105,892.59; one tracked skid steer loader for $57,920.49, and one wheeled skid steer loader for $47,972.10; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The City of Flagstaff PROSE Section relies on skid steer loaders to maintain service levels citywide. These units are primarily used for sidewalk and narrow-area snow removal, as well as maintenance and repair of FUTS trails and City parks. The City currently operates two skid steers in this role. Both have reached the end of their useful life and were reviewed by the Fleet Management Committee for replacement. Replacement of both units was approved by the Fleet Management Committee, and included in the FY 26 budget.

Financial Impact:

The PROSE Section will be utilizing the FY2025-26 budget in three accounts to purchase the skid steer loaders in the amount of $105,892.59. The accounts are:

- 001-11-155-0561-5-4401 in the amount of $50,000.00
- 001-11-155-0567-5-4401 in the amount of $50,000.00
- 055-11-158-3067-5-4433 in the amount of $5,892.59

Policy Impact:

Replacing two aging skid steer loaders will allow the PROSE Section to maintain current service levels across multiple programs. These units support critical operations including FUTS trail maintenance, parks and field maintenance, snow removal, and emergency response.

Previous Council Decision or Community Discussion:

None.

Options and Alternatives to Recommended Action:

1. Do not approve the Cooperative Purchase Contract for the purchase of two skid steer loaders from Flagstaff Equipment Co., Inc.; or

2. Provide alternative direction to staff and discuss further with end users.

Background and History:
The Parks Section has long relied on skid steers to perform trail and park maintenance in areas with limited access and tight working conditions. These units are also critical for snow removal on City-owned sidewalks, particularly in narrow areas which require both compact size and sufficient power. Replacing the fleet with one tracked unit and retaining one wheeled unit will provide greater operational flexibility. The tracked unit will improve traction during snow operations and reduce wear on chains and snow tires, while the wheeled unit will remain readily available for quick deployment, including emergency response situations where putting on a trailer is not practical.

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.

Connection to Regional Plan:
None.

Connection to Carbon Neutrality Plan:
None.

Connection to 10-Year Housing Plan:
None.

Attachments: Cooperative Purchase Contract

COOPERATIVE PURCHASE CONTRACT
Contract No. 2026-127

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 Flagstaff Equipment Co., Inc., an Arizona Corporation ("Contractor").

RECITALS:

A. **Sourcewell,** a State of Minnesota local government unit and service, conducted a competitive and open procurement process through RFP # 020223 that resulted in awarding **Contract No. 020223-CEC** to Clark Equipment Company dba Bobcat Company, now known as Doosan Bobcat North America, Inc. for the purchase of **Medium Duty and Compact Construction Equipment with Related Attachments** ("Agency Contract");

B. Contractor is a fully authorized vendor of **Medium Duty and Compact Construction Equipment with Related Attachments** under the Agency Contract; and

C. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

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

1. Materials and/or Services Purchased: Contractor shall provide to the City the materials and/or services, as specified in the Quote(s) attached as *Exhibit(s) A.1 & A.2*, and in accordance with the Agency Contract. A general description of materials and/or services being purchased is:

S450 T4 V2 Bobcat Skid-Steer Loader & T450 T4 V2 Bobcat Compact Track Loader

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Quote(s) attached as *Exhibit(s) A.1 & A.2* and incorporated by reference.

3. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents attached as *Exhibits B.1-B.2*, 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 related to price for materials and/or services.

4. Payment:

4.1 Payment to Contractor for the materials and/or services not to exceed **one hundred five thousand eight hundred ninety-two dollars and fifty-nine cents ($105,892.59)**; 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. 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 expire on April 17, 2027.

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:
Jennifer Brown
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Jennifer.brown@flagstaffaz.gov
928-310-8611

To Contractor:
Flagstaff Equipment Co., Inc. Bobcat Dealer
Attn: Nolan Clark & Chuck Clantion
500 North Grant Street
Flagstaff, AZ 86004-6010
Nolan.clark@doosan.com
Chuck.fec@flageguip.com
928-774-1969 ext. 3 or 928-890-8121

With a copy to:
Liane Garcia
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
lgarcia@flagstaffaz.gov

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.

City of Flagstaff

By:_____
City Manager

Dated:_____

Attest:

_____
City Clerk

Contractor

By:_____

Title:_____

Dated:_____

Approved as to form:

_____
City Attorney

Notice to Proceed issued:_____, 20___

Last Updated October 15, 2025

EXHIBITS A.1-A.2
QUOTES
(attached)

1. Quotation Number: NC1556414 (S450 T4 V2 Bobcat Skid-Steer Loader) 3 pages.
2. Quotation Number: NC1556415 (T450 T4 V2 Bobcat Compact Track Loader) 3 pages.

EXHIBIT A.1 - QUOTE

Product Quotation
Quotation Number: **NC1556414**
Quote Sent Date: **Dec 10, 2025**
Expiration Date: **Feb 28, 2026**

Your Bobcat Contact
Nolan Clark
Phone: +17012411686
Email: nolan.clark@doosan.com

Your Customer Contact

Deliver to
CITY OF FLAGSTAFF PARKS & RECREATION G10439
600 THORPE RD
FLAGSTAFF, AZ, 86001

Bobcat Dealer
Flagstaff Equipment Co Inc,
500 NORTH GRANT ST
FLAGSTAFF, AZ, 86004-6010
CHUCK CLANTON

Bill to
CITY OF FLAGSTAFF PARKS & RECREATION G10439

Item Name	Item Number	Quantity	Price Each	Total
S450 T4 V2 Bobcat Skid-Steer Loader	M0211	1	30,853.20	30,853.20
Standard Equipment: 49.0 HP Tier 4 Turbo Diesel V2 Engine Auxiliary Hydraulics: Variable Flow Backup Alarm Bob-Tach Bobcat Interlock Control System (BICS) Controls: Hand and Foot (Manual) Cylinder Cushioning - Lift, Tilt Engine/Hydraulic Performance De-rate Protection Glow Plugs (Automatically Activated) Horn Instrumentation: Engine Temperature & Fuel Gauges, Hour meter, RPM and Warning Indicators. Lift Arm Support Lift Path: Radius Lights, Front & Rear Operator Cab Includes: Adjustable Suspension Seat, Top & Rear Windows, Parking Brake, Seat Bar & Seat Belt Roll Over Protective Structure (ROPS) meets SAE-J1040 & ISO 3471 Falling Object Protective Structure (FOPS) meets SAE-J1043 & ISO 3449, Level I; (Level II is available through Bobcat Parts) Parking Brake: Wedge Brake System Tires: 10-16.5, 10 PR, Bobcat Heavy Duty Warranty: 2 years, or 2000 hours whichever occurs first				
Comfort Package	M0211-P11-C07	1	5,140.80	5,140.80
Included: Comfort Package: Enclosed HVAC Cab, Adjustable Vinyl Suspension Seat, Power Bob-Tach, Oval Display, Standard Lights, Two-Speed Travel, 7-Pin Attachment Control, Single Direction Bucket Positioning *Requires Selectable Joystick Controls,				
Selectable Joystick Controls	M0211-R01-C04	1	570.50	570.50
56" Heavy Duty Bucket	7293982	1	1,100.48	1,100.48
Bolt-On Cutting Edge, 56"	7102450	1	239.79	239.79
Electrical & Lighting - Block Heater Kit	7328972	1	85.92	85.92
Strobe Light Kit, Amber	7129301	1	275.37	275.37
Rear Camera Kit	7329670	1	1,191.52	1,191.52
	Total for S450 T4 V2 Bobcat Skid-Steer Loader			39,457.58

Quote Subtotal	39,457.58
Dealer PDI	200.00
Tariff Surcharge	1,958.30
Freight Charges	1,425.00
Destination Charges	80.00
Dealer Assembly Charges	862.50
Sales Total before Taxes	43,983.38
Taxes 9.39%	3,988.72
Quote Total - USD	**47,972.10**

Comment: *Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

*Prices per the Sourcewell Contract #020223-CEC

*Sourcewell Member Number (if applicable): _____

*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract. *A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

*Contact Holder Information: Doosan Bobcat North America, Inc. Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

*Payment Terms: Net 60 Days. Credit cards accepted.

*Remittance address: Doosan Bobcat North America, Inc. P. O. Box 74007382, Chicago, IL 60674-7382

Customer Acceptance:
Quotation Number: **NC1556414** Purchase Order: _____
Authorized Signature:

Print: _____ Sign: _____

Date: _____ Email: _____

Addresses
Delivery Address_____

Billing Address (if different from ship to): _____

Tax Exempt: Y ☐ / N ☐

Exempt in the State of: _____

Tax Exempt ID:

Federal: _____

State: _____

Expiration Date: _____

EXHIBIT A.2 - QUOTE

Product Quotation
Quotation Number: **NC1556415**
Quote Sent Date: **Dec 10, 2025**
Expiration Date: **Feb 28, 2026**

Your Bobcat Contact
Nolan Clark
Phone: +17012411686
Email: nolan.clark@doosan.com

Your Customer Contact

Deliver to
CITY OF FLAGSTAFF PARKS & RECREATION G10439
600 THORPE RD
FLAGSTAFF, AZ, 86001

Bobcat Dealer
Flagstaff Equipment Co Inc,
500 NORTH GRANT ST
FLAGSTAFF, AZ, 86004-6010
CHUCK CLANTON

Bill to
CITY OF FLAGSTAFF PARKS & RECREATION G10439

Item Name	Item Number	Quantity	Price Each	Total
T450 T4 V2 Bobcat Compact Track Loader	M0209	1	39,568.19	39,568.19
Standard Equipment: 55.0 HP Tier 4 Turbo Diesel V2 Engine Auxiliary Hydraulics: Variable Flow Backup Alarm Bob-Tach Bobcat Interlock Control System (BICS) Controls: Hand and Foot (Manual) Cylinder Cushioning - Lift, Tilt Engine/Hydraulic Performance De-rate Protection Glow Plugs (Automatically Activated) Horn Instrumentation: Engine Temperature & Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, and security lockouts. Lift Arm Support Lift Path: Radius Lights, Front & Rear Operator Cab Includes: Adjustable Suspension Seat, Top & Rear Windows, Parking Brake, Seat Bar & Seat Belt Roll Over Protective Structure (ROPS) meets SAE-J1040 & ISO 3471 Falling Object Protective Structure (FOPS) meets SAE-J1043 & ISO 3449, Level I; (Level II is available through Bobcat Parts) Parking Brake: Spring Applied, Pressure Released (SAPR) Solid Mounted Carriage with 3 Rollers Tracks: Rubber, 11.8" Narrow C-Pattern Warranty: 2 years, or 2000 hours whichever occurs first				
Comfort Package	M0209-P11-C08	1	5,059.17	5,059.17
Included: Comfort Package: Enclosed HVAC Cab, Adjustable Vinyl Suspension Seat, Power Bob-Tach, Oval Display, Standard Lights, 7-Pin Attachment Control, Single Direction Bucket Positioning, Two Speed,				
Selectable Joystick Controls	M0209-R01-C04	1	546.05	546.05
56" Heavy Duty Bucket	7293982	1	1,100.48	1,100.48
Bolt-On Cutting Edge, 56"	7102450	1	239.79	239.79
Strobe Light Kit, Amber	7129301	1	275.37	275.37
Rear Camera Kit	7329670	1	1,191.52	1,191.52

Electrical & Lighting - Block Heater Kit	7328972	1	85.92	85.92
	Total for T450 T4 V2 Bobcat Compact Track Loader			48,066.49

Quote Subtotal	48,066.49
Dealer PDI	200.00
Tariff Surcharge	2,512.38
Freight Charges	1,350.00
Destination Charges	80.00
Dealer Assembly Charges	862.50
Sales Total before Taxes	53,071.37
Taxes 9.39%	4,849.12
Quote Total - USD	**57,920.49**

Comment: *Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

*Prices per the Sourcewell Contract #020223-CEC

*Sourcewell Member Number (if applicable): _____

*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract. *A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

*Contact Holder Information: Doosan Bobcat North America, Inc. Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

*Payment Terms: Net 60 Days. Credit cards accepted.

*Remittance address: Doosan Bobcat North America, Inc. P. O. Box 74007382, Chicago, IL 60674-7382

Customer Acceptance:
Quotation Number: **NC1556415** Purchase Order: _____
Authorized Signature:

Print: _____ Sign: _____

Date: _____ Email: _____

Addresses
Delivery Address_____

Billing Address (if different from ship to): _____

Tax Exempt: Y ☐ / N ☐

Exempt in the State of: _____

Tax Exempt ID:

Federal: _____

State: _____

Expiration Date: _____

EXHIBITS B.1-B.2
AGENCY CONTRACT
(attached)

1. **Agency Contract No. 020223-CEC** - Clark Equipment Company dba Bobcat Company, now known as Doosan Bobcat North America, Inc. (44 pages)
2. **Pricing for Contract No. 020223-CEC** - Clark Equipment Company dba Bobcat Company, now known as Doosan Bobcat North America, Inc. (1 page)

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Sourcewell

Solicitation Number: RFP #020223

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Clark Equipment Company dba Bobcat Company, 250 East Beaton Dr., West Fargo, ND 58075 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Medium Duty and Compact Construction Equipment with Related Attachments from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires April 17, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

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15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

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4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

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insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

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references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

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not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

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person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

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Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/5/2023 | 9:09 PM CDT

Clark Equipment Company dba Bobcat Company

DocuSigned by:
By: Randy L. Fuss
0F55B103999C454...

Randy L. Fuss
Title: Director Government Accounts
Date: 4/6/2023 | 6:49 AM PDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette
Title: Executive Director/CEO
Date: 4/6/2023 | 8:51 AM CDT

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RFP 020223 - Medium Duty and Compact Construction Equipment with Related Attachments

Vendor Details

Company Name:	Clark Equipment Company
Does your company conduct business under any other name? If yes, please state:	Bobcat Company
Address:	250 East Beaton Drive West Fargo, North Dakota 58078
Contact:	Randy Fuss
Email:	randy.fuss@doosan.com
Phone:	701-241-8746
HST#:	38-0425350

Submission Details

Created On:	Monday January 02, 2023 10:07:38
Submitted On:	Thursday February 02, 2023 15:19:15
Submitted By:	Randy Fuss
Email:	randy.fuss@doosan.com
Transaction #:	aeb6e4f7-4d95-43ca-ad84-fcc9b4f07ed1
Submitter's IP Address:	136.226.48.180

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Clark Equipment Company dba Bobcat Company	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Bobcat Company	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Bobcat Company	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Unique Entity ID: LNCJF4TCJRV8	*
5	Proposer Physical Address:	Bobcat Company 250 East Beaton Dr. West Fargo, ND 58075	*
6	Proposer website address (or addresses):	www.bobcat.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Randy L. Fuss Director, Government Accounts 250 East Beaton Dr. West Fargo, ND 58078 randy.fuss@doosan.com (701) 241-8746	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Randy L. Fuss Director, Government Accounts 250 East Beaton Dr. West Fargo, ND 58078 randy.fuss@doosan.com (701) 241-8746	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jesse Rheault Government Account Manager 250 East Beaton Dr. West Fargo, ND 58078 jesse.rheault@doosan.com (701) 241-8759 Barry Hanson Government Account Manager 250 East Beaton Dr. West Fargo, ND 58078 barry.hanson@doosan.com (701) 241-8793 Kristie Willett Government Account Manager 1293 Glenway Drive Statesville, NC 28625 kristie.willett@doosan.com (704) 883-3772 Heather Messmer Government Sales Support Manager 250 East Beaton Dr. West Fargo, ND 58078 (701) 241-8719	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Bobcat Company was founded on innovation. Since the beginning, we've engineered machines that empower people to accomplish more. That focus is what kick-started our business in 1947 and what drives us forward today – innovating the best equipment, technology and services to help customers tackle their toughest jobs. Bobcat is a global brand with employees and manufacturing facilities worldwide. We are proud of what we create, the value we provide and the relationships we build – all while helping people succeed. Customers use our machines and technologies to accomplish more in construction, agriculture, landscaping, rental, grounds maintenance, utilities and other applications. Both the people behind our brand and the equipment we manufacture are tough, agile and versatile. Bobcat equipment fosters a sense of pride and inspires confidence on even the most challenging job sites. Our roots are deep in North Dakota – having started here in 1947 – and we are the state's largest manufacturer, with three North Dakota production facilities; Gwinner ND, Bismarck ND, Wahpeton ND, along with a facility in Litchfield MN, Statesville NC and Johnson Creek WI. Global Bobcat manufacturing facilities are located in South Korea, France, Czech Republic and China. Bobcat Company leads the industry in the design, manufacture, marketing and distribution of compact equipment for construction, rental, landscaping, agriculture, grounds maintenance, government, utility, industry and mining. We strive to empower our customers to do their jobs more efficiently and effectively. The renowned Bobcat brand — ours since the name was first used in 1962 — is synonymous with durability and dependability. Tough, versatile, agile Bobcat® equipment — with its time-tested reliability — has rightly earned the nickname "One Tough Animal." Bobcat Company continues to be committed to delivering the industry's best compact equipment. Core Values and Business Philosophy The people of Bobcat Company practice the nine core values of the Doosan Credo. We practice the nine core values everywhere we operate, every day, to build a "Proud Global Doosan". These values guide the way we do business, the way we treat each other and the way we work with all of our partners. The nine core values are as follows: • People • Inhwa • Profit • Cultivating People • Customers • Integrity & Transparency • World-class Technology & Innovation • Safety & Environment Our growth plans are etched in the following: • Brand Excellence • Innovation Leadership • Powered by People • Community Partnership	*

11	What are your company's expectations in the event of an award?	In the event of an award, Bobcat Company will continue to expand, market, train, and demonstrate our market leadership with the Sourcewell Contract secured in our Sales Toolbox, ready to be positioned first throughout North America. We'll strengthen and develop new relationships within the SLED (state, local and education) markets to generate additional market share, revenue and brand recognition. Strategically and with a concerted effort (Bobcat®, Sourcewell, and Independently Owned Dealers) our organization will continue to be the market leader and premier offering in the compact equipment industry. The Sourcewell contract coupled with implementing our sales and marketing plan which will consist of a unified effort of the Bobcat® Corporate Government Sales Team, Corporate Field Sales Staff, Marketing Group, Service Staff, along with our world class dealer resources, routine training & communication with support of corporate marketing resources to gain further brand exposure and awareness for Bobcat® and Sourcewell. Further, our marketing and sales execution will consist of strong trade show attendance, association involvement, print/digital marketing and dealer engagement contacting the equipment fleet users, and procurement professionals, meeting face to face as best we are allowed to position our unified value proposition (Bobcat® Brand and Sourcewell).	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Our current corporate family rating (CFR) is Ba3 primarily reflects our company's dominant position int he compact farm and construction equipment market throughout North America. Our CFR is supported supported by the company's healthy financial leverage, consistent positive free cash flow and very good liquidity. Term Loan B (TLB) bond rating is Ba3/BB. Please see attached financial statements and credit references.	*
13	What is your US market share for the solutions that you are proposing?	We estimate our market share to be 38% throughout North American Market for our compact construction equipment products.	*
14	What is your Canadian market share for the solutions that you are proposing?	We estimate our market share to 30% throughout the Canadian Market for our compact construction equipment.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Clark Equipment Company dba Bobcat Company has not petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b) Clark Equipment Company dba Bobcat Company is the manufacturer of Bobcat® Compact Equipment. Our dealers are independently owned and operated, not owned by Bobcat Company. The dealers contract with Bobcat Company each year in order to achieve company mission, vision, values and growth objectives.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Clark Equipment Company dba Bobcat Company holds the current business licenses to operate throughout North America and pertinent certifications to be compliant with the EPA, OSHA, ISO and LEED etc. in order to to market, manufacture, and sell the compact equipment throughout North America and globally. (See Attached Certifications) and (See Attached Corporate Sustainability Report)	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None - Not Applicable	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received	2018 Landscape Business Twenty for 2018 New Product Award — R-Series E85	

	in the past five years	compact excavator Equipment Today 2018 Contractors' Top 50 New Products — R-Series E85 compact excavator Equipment Watch 2018 Lowest Cost of Ownership Award — MT55 mini track loader and S70 skid-steer loader Roads & Bridges Magazine 2018 Contractors' Choice Awards — M2-Series compact track loaders; E42 compact excavator; and HB980 hydraulic breaker Construction Equipment Top 100 New Products of 2018 — V723 VersaHANDLER® telescopic tool carrier Compact Equipment Innovative Iron Awards 2018 — R-Series E85 compact excavator 2019 Construction Equipment Top 100 New Products Crystal Awards — V723 VersaHANDLER® telescopic tool carrier 2019 International Forum Design Award - R-Series E85 compact excavator Landscape Business Twenty for 2019 New Product Award — Bob-Dock™ Attachment Mounting System Green Industry Pro's Editor's Choice Award – UV34 and UV34XL Utility Vehicles Compact Equipment Innovative Iron Awards 2019 — Bobcat MaxControl Remote Operation Equipment Today 2019 Contractors' Top 50 New Products — Bobcat Rear Camera Kit Equipment Watch 2019 Lowest Cost of Ownership Award — MT55 mini track loader and S70 skid-steer loader Rental Equipment Register Gold Award for 2019 Product of the Year for Bobcat MaxControl Remote Operation System. Compact Equipment Top 100 New Products 2019 — UV34 utility vehicle 2020 Equipment Watch 2020 Lowest Cost of Ownership Award — T590 compact track loader and S70 skid-steer loader Equipment Watch 2020 Highest Residual Value Award — S70 skid-steer loader Green Industry Pros Editor's Choice Award - L23 and L28 small articulated loaders Landscape Business Twenty for 2020 New Product Award - R-Series loaders Equipment Today 2020 Contractors' Top 50 New Products - R-Series T76 and S76 compact loaders Innovation Leader 2020 Impact Award - Features On Demand Equipment Watch 2020 Lowest Cost of Ownership Award - T500 compact track loader and S70 skid-steer loader Construction Equipment Top 100 Product Awards for the E165 Excavator, the V923 Telehandler, and the E42 / E50 R Series excavators 2021 2021 Highest Retained Value Award (HRVA) 2021 Contractors' Top 50 New Products - L23 and L28 Small Articulated Loaders Rental Editor's Choice Award: T62 and S62 R-Series loaders Construction Equipment Top 100 New Product Award: S62 and T62R R-Series loaders Equipment Today 50 New Products: L23 and L28 small articulated loaders Roads & Bridges Contractor's Choice Award: Sweeper attachment Green Industry Pros Mower Madness Champ: ZT7000 mower Green Industry Pros 2021 Editor's Choice Award: ZT7000 mower CES Innovation Awards in the categories of Vehicle Intelligence & Transportation and Smart Cities: T7X all-electric compact track loader Equipment Watch Highest Retained Value: Compact track loaders and small skid-steer loaders Compact Equipment 2021 Innovative Iron Award: E88 R-Series compact excavator AEM 2021 Gold Award Winner 2022 2022 CES Vehicle Intelligence & Transportation Award- T7X 2022 CES Smart Cities Award- T7X 2022 Potencia Award- T7X Green Industry Pro's Editor's Choice Award Winner- Machine IQ Mobile App Equipment Today Contractors' Top New Products Award- T7X Construction Pro's Top New Products Award- T7X Rental Editor's Choice Awards- T7X Compact Equipment Magazine Innovative Iron Awards: T7X Compact Equipment Magazine Innovative Iron Awards: Quad Tracks AEM Advocacy Award: Gold More information can be found on our website https://www.bobcat.com/na/en/company/about/brand/awards-recognition	*

20	What percentage of your sales are to the governmental sector in the past three years	Our Government Sales volume to all government customer types represents approximately 9% of our total sales.	*
21	What percentage of your sales are to the education sector in the past three years	Our Government Sales volume to the education sector the past three years is approximately 11% of our total government sales volume.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	See Attached Excel File "State and Cooperative Contracts List" Note: This document is confidential and proprietary. As this is traditionally not a document necessary to make an award.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Bobcat Company currently does not hold a GSA Contract, however through our strategic small business resellers our annual sales to federal customers averages $11 million in sales annually.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
State of Delaware	Steven Chillas	(302) 857-4549	*
Office of General Services NY	Sean Carroll	(518) 473-5294	*
City of San Diego	Ralph Monroy - Fleet Manager	(619) 527-7577	*
LA Department of Water & Power	Larry Smith - Fleet Raymond Lin - Supply Chain Services Philip Ly - Fleet Engineering	(818) 771-3608 (213) 367-0881 (818) 771-3607	
City of Sioux Falls, SD	Scott Rust	(605) 367-8836	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Not Required	Government	Texas - TX	Compact Equipment	$32,184	$7,370,202	*
Not Required	Government	Illinois - IL	Compact Equipment	$54,465	$5,446,480	*
Not Required	Government	Pennsylvania - PA	Compact Equipment	$34,641	$4,052,962	*
Not Required	Government	New York - NY	Compact Equipment	$19,907	$3,702,646	*
Not Required	Government	Minnesota - MN	Compact Equipment	$27,862	$3,287,666	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	Bobcat Company's Government Accounts Team consists of 15 sales and support professionals, coupled with a corporate field sales and support staff of 60, over 3,500 dealer sales specialists serving North America, whom all interface with government customers and the 1,400+ independent Bobcat Product Dealer locations to provide a world class customer experience. As stewards of the company, our mutual government customer, and the continued growth of cooperative contract purchasing our sales force champions the government sales process throughout their respective areas of responsibility or territories. Teach, Train, Mentor and Develop continues to be Bobcat Company's focus for a successful government sales business model. Well versed in government sales our sales force, coupled with our world class dealers stand ready to serve the government customers through the use of contracts to further the efficiencies of public procurement. (Please see the attached Sales Regions and Dealer Location List.)	*
27	Dealer network or other distribution methods.	Bobcat Company has the most extensive compact equipment dealer/distribution network in the world. Some 1,400 independent Bobcat® Product Dealers and 3,500 dealer sales specialists throughout North America that back each and every piece of Bobcat equipment, serving thousands of customers, with local sales, service, parts, lease and rental. Bobcat Product Dealers are known for their dedication to providing world class sales and customer service to ensure long lasting relationships, and providing reliable equipment performance. Our dealer/distribution network will continue to grow in size as we focus on our organizational long range plan that strongly focuses on expansion of our product offering (organic and through acquisition) and expansion of our world class Bobcat® Dealer/Distribution channels.	*
28	Service force.	Bobcat Company's Corporate Field Service Staff of 33 service representatives and 19 internal company customer service/parts/troubleshooting representatives alongside the 1,400+ independently owned and authorized Bobcat® Product dealer locations in North America, which are responsible for the sales, delivery, warranty, parts and service throughout each assigned area of responsibility. Our world class dealers have the capability and tools in order to troubleshoot, diagnose, and service the customer quickly and efficiently to increase operational up time. Often times our service force will identify additional sales opportunities in addition to providing world class service. (See attached Service Regions and Dealer Location List)	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	- Quote preparation will be completed by the Bobcat® Government Accounts Department or Bobcat® Dealer Sales Representative - Quote presented will include ordering instructions to submit to the Bobcat® Government Accounts Department or respective Bobcat® Dealer - All orders will be sent to and handled/processed through the corporate Bobcat Government Accounts Department to validate pricing, order control and visibility with the factories, and proper recording for audit purposes and sales report accountability. - Order is entered into our ERP System - Dealer is notified of order and any special requirements and install instructions - Machine is built, inspected, and shipped from the Bobcat Factory to the respective delivering Bobcat Dealer - Bobcat® Dealer will complete the pre-delivery inspection, install ordered parts/accessories and attachments and complete final delivery to government customer and complete initial operator/safety/maintenance training. - Bobcat® Dealer will submit a signed delivery report notifying Bobcat Company of delivery and acceptance. - Bobcat Company or Bobcat® Dealer invoices customer. - Sales recorded on retail activity report for fee calculation and issuance to Sourcewell. Sales records retained per terms and conditions or corporate policy, whichever is longer.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Bobcat Company desires to create a world class customer experience. Customer service issues are addressed at several levels; authorized dealer level, territory service manager, territory sales manager, corporate dealer call center and are handled diligently and in a timely manner. When appropriate, customer service issues are elevated to the account managers, regional directors, and director of government sales for resolution. It is our desire to provide world class customer service and a world class customer experience and to this end, we strive to provide resolution and/or direction for resolution within a 24 hour period or sooner.	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Bobcat Company's Government Accounts Team consists of 15 internal sales and support individuals, coupled with a corporate field sales and support staff of 60, and 3,500 dealer sales specialists serving North America, whom all interface with government customers and the 1,400+ independent Bobcat Product Dealer locations to provide a world class customer experience. As stewards of the company, our mutual government customer, and the continued growth of cooperative contract purchasing our sales force champions the government sales process throughout their respective areas of responsibility or territories. Teach, Train, Mentor and Develop continues to be Bobcat Company's focus for a successful government sales business model. Well versed in government sales our sales force, coupled with our world class dealers stand ready to serve the government customers through the use of contracts to further the efficiencies of public procurement. Bobcat Company will extend the use of the awarded Sourcewell contract to all members and non-members (to drive additional membership) to all sectors of the SLED (State, Local, and Education) market, non-profit, tribal government entities throughout North America. Furthermore, we will extend the utilization to federal customers to the extent they are allowed to utilize the Sourcewell Contracts.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We have made significant strides through our partnership with Sourcewell and the Canoe Procurement Group in the past couple of years! We remain excited about the continued expansion into Canada with our Sourcewell Contracts and strategic partnership with the Canoe Procurement Group. Bobcat Company's Government Accounts Team consists of 15 internal sales and support individuals, coupled with a corporate field sales and support staff of 60, and 3,500 dealer sales specialists serving North America, whom all interface with government customers and the 1,400+ independent Bobcat Product Dealer locations to provide a world class customer experience. As stewards of the company, our mutual government customer, and the continued growth of cooperative contract purchasing our sales force champions the government sales process throughout their respective areas of responsibility or territories. Teach, Train, Mentor and Develop continues to be Bobcat Company's focus for a successful government sales business model. Well versed in government sales our sales force, coupled with our world class dealers stand ready to serve the government customers through the use of contracts to further the efficiencies of public procurement. Bobcat Company will extend the use of the awarded Sourcewell contract to all members and non-members (to drive additional membership) to all sectors of the SLED (State, Local, and Education) market, non-profit, tribal government entities throughout North America. Furthermore, we will extend the utilization to federal customers to the extent they are allowed to utilize the Sourcewell Contracts.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Bobcat Company will extend the use of the awarded Sourcewell contract to all members and non-members (to drive additional membership) to all sectors of the SLED (State, Local, and Education) market, non-profit, tribal government entities throughout North America. Furthermore, we will extend the utilization to federal customers to the extent they are allowed to utilize the Sourcewell Contracts. Additional charges will be the responsibility of the ordering entity to include but is not limited to the costs associated with using freight forwarders, air freight, OCONUS (Outside the Continental United States) trucking, fairy transport, end destination charges and insurance etc. These charges will be added to account for the additional shipping charges either door to door and/or door to port depending on the customer's needs. Bobcat Company and its authorized Bobcat® Product Dealers and Distributors will work closely with the customer to ensure of the most economic methods used to satisfy the end government customer.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Bobcat Company will extend the use of the awarded Sourcewell contract to all members and non-members (to drive additional membership) to all sectors of the SLED (State, Local, and Education) market, non-profit, tribal government entities throughout North America. Furthermore, we will extend the utilization to federal customers to the extent they are allowed to utilize the Sourcewell Contracts.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Bobcat Company will serve all Sourcewell members and market segments throughout North America to include Alaska, Hawaii, and all US Territories. Additional charges will be the responsibility of the ordering entity to include but is not limited to the costs associated with using freight forwarders, air freight, OCONUS (Outside the Continental United States) trucking, fairy transport, end destination charges and insurance etc. These charges will be added to account for the additional shipping charges either door to door and/or door to port depending on the customer's needs. Bobcat Company and its authorized Bobcat® Product Dealers and Distributors will work closely with the customer to ensure of the most economic methods used to satisfy the end government customer.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Bobcat Company intends to market the contract through several mediums throughout North America. The following illustrates a snap shot of our marketing strategy: a) Primarily through information dissemination to internal, field staff, and dealer network on the value proposition of Sourcewell and cooperative purchasing, trainings, and promotions to all strategic SLED markets directly for government buyer visibility. b) Committed marketing staff and budget for national marketing material creation and national promotional strategies using the Bobcat® Branding guidelines alongside the Sourcewell brand. c) Marketing material and literature that is current/up to date with current product and promotional offerings to include Sourcewell logos and contract numbers. (See attached samples) d) Marketing Tactics; Print Media, Digital Media, Online Display Ads, E-Blasts, E-newsletter, and social media (see attached samples) e) Maintain a strong Bobcat presence at virtual and in-person tradeshows and association events such as NRPA, Park and Recreation Summit, APWA PWX, NaCO, NRECA, NY Gov Buy, NIGP, National League of Cities, CAPPO, FAPPO, NCPP, Canoe Procurement Group, Canadian Provincial Trade Associations, CPPC, and Sourcewell H2O etc. f) Bobcat Dealer Net for dealers to access government sales tools such as the Sourcewell Contract explanation of benefits, product offering, and who to contact with quoting or ordering questions. (see attached samples). g) Training Plan: Field Staff, Dealers and Distributors, Bobcat® Bootcamp for new dealer sales representatives, Bobcat® District, Regional, and National Dealer Meetings, Bobcat® Field Sales and Marketing Meeting, RPM Attachment Schools and training. h) Speaking engagements and Demonstrations: (most recent NCPP, Park & Recreation Summit, NRECA, Canada Room 2 Grow, CAPPO and APWA PWX) i) Thought Leadership Articles for publications and social media. j) Continued Bobcat® Dealer Network Expansion and Product Offering Expansion k) Utilization of Brand Ambassadors (see https://www.bobcat.com/company-info/news-media/press-releases) Visit: www.bobcat.com/government and https://www.bobcat.com/secure/forms/contact-government-sales	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Bobcat Company, its marketing staff, government sales staff, dealers and individual contributors will continue to incorporate social media to include LinkedIn, Facebook, Instagram, TikTok, Snapchat, and Twitter into the overall marketing strategy to enhance the Bobcat® brand presence, market awareness, and announce effective sales tools or programs for our customers to purchase quickly, efficiently, and at a great value. Furthermore, in the aforementioned contract marketing strategy section we will utilize Digital Media, Online Display Ads, E- Blasts, E-newsletters and other digital advances to deliver our message alongside that of Sourcewell and its members. (See attached samples)	*

38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Bobcat Company's expectation would be that Sourcewell will continue to promote the contract vendors and continue to provide avenues of approach for Bobcat Company's products to easily be procured where Sourcewell is widely accepted and into areas of new opportunity. Furthermore, we'd expect Sourcewell to continue its efforts to solve or break down the barriers to entry with procurement and the use of cooperative purchasing contracts. Finally, we'd expect Sourcewell to continue to train, mentor, and develop its members and contract vendors to further strengthen the relationships between industry, government customers, and cooperative purchasing. Finally, it is expected that Sourcewell will place a priority focus on additional state adoptions of the Medium Duty and Compact Construction Equipment Contracts since some of our competitors sell similar products on the Heavy Construction Contract. This provides a significant disadvantage in areas of adoption at the state level which ultimately impacts our contract penetration and utilization at all levels of the SLED government. If awarded a new contract Bobcat Company would sustain and advance the initiatives of incorporating the Sourcewell contract into its corporate and dealer trainings to create the needed mind share for our world class sales force and world class dealers to think first of Sourcewell and the power of the contract selling. Sourcewell continues to be our strongest government sales tool. Proof of our success is in our past performance. A once stumbling contract in our portfolio, our current Sourcewell contract has now blossomed into a $50+ million contract annually and growing. Notably, Sourcewell has become our strongest and most powerful contract to solve public procurements toughest challenges. Additionally, we continue the promotion of Sourcewell in our marketing materials, trade show signage, display ads, dealer communications and E-Newsletters. (See attached samples) Throughout the pandemic and throughout the subsequent second and third orders of effects of the pandemic we maintained a very high training tempo with our Bobcat® field staff and dealers through virtual events and in person as allowed to continue the messaging consistent with our contract strategy. Some of the most notable: Canadian Dealers (all provinces) Summits alongside Canoe and Sourcewell, Washington State, New York, Mississippi, Nebraska, South Dakota, California, Texas, Georgia, Utah, Wisconsin, Iowa, Indiana, Michigan, Minnesota, Ohio, Pennsylvania, Tennesse, Florida, Bobcat® Boot Camp for new sales representatives, Bobcat® RPM (Regional Product Training) Meetings, 2020, 2021, 2022 Bobcat Field Marketing Meetings, 2020 ConExpo, and the 2021 Bobcat® Dealer Meeting. It is our intent to continue these training initiatives, expanding the depth and breadth of the training by adding additional value through our partnerships with Sourcewell, NCPP, Canoe, NCL, and Deltek throughout the term(s) of our Sourcewell contract(s).	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Currently, Bobcat Company does sell some attachments, parts, and simple commercial use products through an e-procurement platform. Bobcat® products are not available through e-procurement for SLED and FED customers at current contract discounts or prices due to the complexity of the transactions. It is our hope that future technology and system advancement within the Bobcat® organization will lead us in the development of our government customers being able to easy order through an e-procurement method.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	In September 2019, Bobcat Company opened an all new and innovative training center in Aurora, CO. This new facility is being utilized to address the needs of Bobcat Company, its dealers, and customers for additional training capacity to host the most dynamic product and service training in the industry today. The Bobcat Training Center includes technical training rooms, hands-on shop space, a large classroom style auditorium, as well as a full warehouse area for equipment storage and showroom space. Bobcat Company and its dealers provide initial standard operator and maintenance training during the walk around of the equipment upon delivery and receipt of new equipment, to provide the best value in the customers experience. Additionally, we offer "Train the Trainer" type modules on CD that are available for our customers. These modules extensively cover the operations, safety, and maintenance of our equipment. Finally, for larger audiences, we have a corporate training staff that stands ready to provide optional specialized, in-depth, and interactive training for a minimal cost (travel and materials).	*
41	Describe any technological advances that your proposed products or services offer.	At Bobcat Company, innovation is at our core and we continue to change the game. With Bobcat Machine IQ wireless communications and the Bobcat Owner Portal, you can confidently monitor and manage your fleet from anywhere, getting critical information to	

troubleshoot issues, schedule service or improve security.

Bobcat Machine IQ, Bobcat Company's telematics service, delivers vital information about select Bobcat equipment to the equipment owner's Bobcat Owner Portal. The information is organized to help owners make decisions to increase equipment security, protect against unauthorized usage or theft, stay on top of proactive equipment maintenance, monitor operator efficiency, and better understand ownership costs associated with running Bobcat equipment. The system wirelessly transmits Machine IQ data to the owner's authorized Bobcat dealer. If a machine registers a critical code, the dealer will know and can contact the owner. This can help minimize downtime and save money.

Bobcat Owner Portal is a personalized website accessed via any internet-connected computer, phone or tablet. The platform collects machine information in real time as it reports to the owner. Owners can control which alerts they receive to proactively manage their equipment.

With Bobcat® MaxControl, you can take your machine to the next level of operation with a collection of new technologies. Operate your machine from outside the cab. Set up geofences around objects on the jobsite you want to avoid during operation. Plot points on a digital worksite as a path for your machine to follow during semi-autonomous operation.

Bobcat Operator Vision Technology:
This heads-up display puts crucial information and machine data in the operator's direct line of sight. The display is located on the cab's front window for improved operation.

Bobcat Features On Demand:
Bobcat Features On Demand technology gives equipment owners the flexibility to enable additional features to properly equip machines after purchase. This technology gives owners the freedom to customize a machine to the exact features needed at any time.

Depth Check System:
The Bobcat depth check system accurately measures depth and grade without the operator needing to exit the machine. The system helps prevent under-digging and over-digging, to reduce costs and increase efficiency. The system detects the exact position of the bucket's teeth, allowing operators to set a desired digging depth and work against that benchmark. Audible alerts indicate whether the operator is approaching the target, at the target or beyond the target.

Precision Grading Technologies:
Bobcat automatic grading solutions deliver more accurate grading results with less time and less labor – and can save on expensive finishes such as concrete. Laser-guided systems and sonic/slope systems offer accuracies better than +/- ¼". The 3D-ready system uses GPS technology or UTS to accurately and efficiently complete complex designs with accuracy of 3 – 5 mm.

Touch Display:
The most advanced in-cab display for compact equipment provides detailed machine information and unprecedented device connectivity. Operators can easily view and toggle through machine performance information on the wide, easy-to-use touchscreen, which supports seven languages. It's waterproof and hardened to reduce scratching.

Rear Camera:
An optional rear camera is available on select Bobcat® models. It offers a rearview from the operator's seat helping identify obstacles and providing an additional viewpoint for certain applications. For machines with the touch display, it is integrated with the rearview camera, automatically switching the display to a camera view when moving in reverse.

Comfort Features:
Bobcat equipment is known for premium comfort features that help operators stay productive and focused on long days. Available features include enclosed, sealed, pressurized cabs with sound dampening features; automatic heating and air conditioning; clear visibility with more glass surface area; maximum legroom and headroom; adjustable, air-ride heated seats; easy-to-use, ergonomic controls and joysticks, radios with auxiliary audio input jacks; cupholders, storage and floor mats.

Zero Emissions: Bobcat® T7x All Electric Compact Track Loader (World's 1st) and Electric Excavators E10e-E19e - E32e
Battery electric solutions are ideal for food manufacturing or preparation facilities, indoor demolition and other work where having a diesel-powered machine is not desirable. It's the best combination of high performance, low noise and improved operating comfort.

Bobcat® zero-turn mowers - Launched in 2020 AirFX Deck:
The AirFX deck offers a deeper profile for improved vacuum lift and newly engineered, bolt-on, replaceable Air-Gap baffles for more efficient airflow and enhanced serviceability. All of this along with innovative bullnose design allows grass to stand-up before it reaches the mower blades so you can cut them down to size.

Easy to Maintain:
A rotating bumper gives fast access to internal components making tune-ups more efficient and comes with the additional hitch system.

Built To Last:
Larger, robust, ultra-stable, dual-tubed frame provides increased durability for traversing even the toughest of turfs.

Precision In Every Detail:
An innovative, tool-free control design offers smooth, dampened controls with tool-free, adjustable tracking.

Bobcat Tractors
Standard Four-Wheel Drive:
Every tractor model offers four-wheel drive that you can easily engage when you need extra traction for tough work. Additional features to help you quickly maneuver with confidence around the property include high ground speeds, a tight turning radius (as little as 8 feet depending on the model) and high ground clearance for working on uneven terrain.

Attachments and Implements:
The three-point hitch and rear power take-off (PTO) are standard on every Bobcat compact tractor, transforming your tractor into a versatile, do-it-all machine. Connect Category 1 or Limited Category 1 implements and get busy doing more projects, including mowing, tilling, raking, grading, moving snow and more.

Bobcat Utility Vehicles Heavy Duty Clutch:
Take on your most difficult tasks on the toughest terrain with great performance for towing, stability for hauling, and comfort for your passengers. Stronger belt engagement minimizes slippage and extends service intervals.

Tough Chassis and Suspension:
Strength comes standard on both the UV34 and UV34XL, with a rigid chassis that greatly improves ground clearance and road capability while allowing more range of motion in the suspension for superior ride quality.
Increased Tow Rating:
Hitch and haul up to 2,500 pounds with confidence. The tow rating on Bobcat UTVs has increased by 25%, and the trailer hitch tongue weight rating is 250 pounds, giving you a powerful option for pulling heavy trailers and other equipment for the job.

Fast and Easy Maintenance:
Bobcat utility vehicles are designed to make it faster and more convenient to maintain your machine so you can stay on the go. Fewer grease points and easier access to coolant and air, oil and fuel filters help reduce time spent servicing your machine.

New Cab System:
Conveniently customize or upgrade the new optional enclosed cab with a wide range of configurations. Installation and removal of accessories, doors, windows and heater are quick and simple. Improved cab sealing reduces dust and noise levels.

Bobcat® Toolcat UW56 Utility Work Machine:
Your work requires power and precision. With the Toolcat 5600, you get the perfect balance of both. The power to operate 40+ attachments can only be matched with the unparalleled maneuverability of all-wheel steering. Add the ability to haul up to 2,000 lb. of payload and tow up to 4,000 lb., and it’s easy to see how the Toolcat 5600 will quickly become the most-used machine in your fleet.

Bobcat® Toolcat UW53 Utility Work Machine:
With the ability to operate 40+ attachments in the front and Category 1 implements in the back, it truly changes the way you work. And with standard all-wheel steering and traction control, it’s also incredibly maneuverable and responsive. Add the optional 3 pt. hitch, power take-off (PTO), and high and variable flow hydraulics, and you’ll experience truly unmatched versatility.

Bobcat® Small Articulated Loaders Launched in 2020 Heavy Lifting Capacity – Small Articulated Loaders:
Get heavy lifting capacity in a small package. Bobcat® small articulated loaders are made for big productivity in small spaces and on sensitive surfaces. They are designed to lift more, work faster and maximize ability wherever the work takes you. The standard integrated counterweight provides optimal lift capacity and extra protection for the machine’s composite covers and cooling package.
Optional add-on rear counterweights further increase lift capacity and productivity. The counterweights follow the contours of the loader to maintain ground clearance and appearance.

Minimal Ground Disturbance and Tight Turning Radius:
Small articulated loaders feature an articulation joint for tight turning and a light overall footprint to minimize a tight-turning articulated steering and light overall footprint to minimize cuts or tears in the turf when turning or hauling a load. An articulation joint enables the rear tires to match the path of the front tires when turning, for a highly nimble machine that navigates around obstacles and works well in tight areas.

Telescopic Lift Arm:
A telescoping lift arm on select models extends your lifting height and keeps the load level as you handle materials up high.

Efficient Cooling:
With their efficient cooling systems, Bobcat® small articulated loaders offer leading performance for improved operation and component protection.

Side and front inlets bring cool air into the engine compartment and send it through the screened rear exit. The rear radiator screen is removable for easy cleanout, and its corrugated steel construction provides excellent durability. A separate temperature-controlled hydraulic oil cooler operates as needed to ensure quieter operation as well.

High Tractive Effort:
Based on operating conditions, Bobcat® small articulated loaders automatically enable one of two traction modes – High-Traction mode for control over rough and slippery terrain or Turf-Safe mode for the least possible ground disturbance. The optional traction assist switch enables you to momentarily override the automatic modes to travel through adverse conditions.

Bobcat MT100 (Mini-Track Loader) - *Launched in 2020
Bobcat mini track loader lineup delivers an improved 1,000 lb. rated operating capacity and increased breakout force to accomplish more than ever. It fits through gates and into backyards, easily maneuvering in tight work areas to replace hand tools and take productivity to the next level. In addition, the rollers are sealed so there’s no need for daily roller maintenance and downtime during projects.
Attachment Versatility:
With the Common Industry Interface, you can quickly connect attachments – including buckets, pallet forks, augers, trenchers, stump grinders and sweepers – to make quick work of multiple jobs that used to take much longer by hand.

Safety Features:
Built-in safety features help operators stay safe and productive. Features include an attachment shutdown system, lift arm lockout system, parking brake and neutral start interlocks.

Ride-On/Walk-Behind Convenience:
An integrated ride-on platform on the Bobcat MT100 mini track loader is more comfortable for operators working or traveling on a jobsite.

Ride Comfort:
Optimized roller spacing on the MT100’s track system improves ride quality. Choose from two track sizes for your preferred combination of performance and comfort.

Minimal Ground Disturbance:
The high-flotation tracks move across wet and muddy ground conditions, reduce ground pressure and minimize damage to lawns and other established surfaces. Choose non-marking tracks to prevent marks on driveways and sidewalks.

Improved Serviceability:
Bobcat mini track loaders offer tool-free access for regular maintenance. Just open the hood to quickly check coolant, fuel, oil and hydraulic fluid levels. In addition, the rollers are sealed so there’s no need for daily roller maintenance.

Simple Operation:
Choose one-hand drive operation (MT55) or ISO joystick controls (MT100) to make it simple to operate and maneuver the mini track loader. Either is a great match for less experienced equipment operators, renters, and seasonal help.

42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Bobcat Company adheres to the Occupational Health & Safety Management, Environmental Management System – ISO 14001 and OHSAS 18001 and transitioning to the 45001:2018 standard to control environmental risk associated with the manufacture of compact industrial, construction and agricultural equipment, and attachments at the Bobcat facilities. (See attached Certifications and Corporate Sustainability Report). Climate Change & Energy: We strive to respond to climate change issues by promoting responsible use of energy throughout our business value chain and maintain efforts in improving environmental protection and awareness at all our facilities. These efforts include conserving energy, improving energy efficiency, and giving preference to renewable over non-renewable energy when feasible. We practice conserving natural resources b increasing the materials we recycle, adopting conservation measures, and strengthening pollution prevention. Our facilities are becoming more environmentally friendly through LED lighting installation, LEED, and in line with the expansion plans will continue our efforts to reduce environmental footprint by installing LED lighting at all sites, upgrading paint lines, converting to natural gas from LPG and improving overall efficiency. Furthermore, Doosan Bobcat North American Headquarters located in West Fargo, ND and the Acceleration Center, located in Bismarck, ND have achieved the LEED Certification. The Bobcat Acceleration Center is one of only a handful of test lab facilities of its kind to receive and achieve LEED Certification, a widely used green building rating system and is a globally recognized symbol of sustainability achievement. Water & Waste Management: Throughout Doosan Bobcat North America, our water performance is systemically tracked and monitored, we are taking steps to primarily cut water withdrawal and reduce water consumption intensity. Ex. Our facilities follow the storm water permit process approves how storm water is dispersed. Further, we ensure all wastewater generated from production processes go through a physical, chemical, and biological treatment process at the wastewater treatment facility prior to discharged back to the local municipality. Waste Management, our approach is to prevent waste by using less material, recycling (metals, oils, wood, paper, plastics, and glass), finding fewer toxic substitutes, and/or by making equipment or process changes. Since 2006, the Gwinner facility has been registered as a Very Small Quantity Generator (VSQG) of hazardous waste. In 2020, Bobcat Company launched the world’s first All Electric Compact Track Loader (eT76 now T7x) and Compact Excavators (E10e electric, the world's first 1Ton Electric Mini-Excavator, E19e, and E32e) initiatives at ConExpo in Las Vegas, NV. Today, we maintain a high priority focus on zero-emission, climate change, environmental, community impact, social, and sustainability initiatives as a part of our Corporate ESG (Environmental, Social, and Governance) long range plan. Doosan Portable Power adheres to the Occupational Health & Safety Management, Environmental Management System – ISO 1400:2015 to control environmental risk associated with the manufacture of portable power equipment. The environmental attribute of our Generators is one of our key selling features. We were the industry leaders in becoming completely Tier 4 Final and incorporating this into all sizes of our generators. This reduces emissions and decreases fuel consumption. Our Generators are some of the quietest on the market, eliminating much of the noise pollution that traditionally accompanies construction equipment. We also provide 110% fluid containment as a standard practice in all our generators. If any fuel or oil leaks in the machines, it is kept in the containment basin and not allowed to reach the ground.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	All products offered will be compliant with the EPA (Environmental Protection Agency) Tier 4 requirements and CARB (California Air Resource Board).	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	When appropriate Bobcat Company utilizes strategic partnerships for sourcing, services, and sales in order to meet Supplier Diversity Plans, Small Business Subcontracting Plans, and key Socio-Economic/Small Business procurement objectives. Our organization does have an annual Small Business Contracting Plan and have goals to meet utilizing strategic partnerships for sourcing and sales in order to meet Supplier Diversity Plans. Bobcat Company has several independently owned dealers/enterprises that are Women Owned or Minority Owned Business Entity, or Veteran Owned. Examples: Women Owned entities; Viking Equipment, Bobcat of Chattanooga, Bobcat of Knoxville. Veteran Owned Entities; Upstate Equipment, Bobcat of Buffalo, Bobcat of Buffalo South, Bobcat of Syracuse, Bobcat of the Twin Tiers.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	At Bobcat Company, our vision, mission, and values align with providing world class compact equipment, serviced by world class dealer networks, built by world class employees, to service the world's finest customers. With our expert internal and field staff, our nearly 1,400+ dealer locations in North America, our through-put and output of solution-oriented sales growth, rental, leasing, parts, and service efficiencies will ensure our continued market leadership. Our continued innovation and our quality put our products ahead of the competition and with our world-renowned brand, Bobcat® customers know they've invested in the best. Bobcat is a global brand with employees and manufacturing facilities worldwide. We are proud of what we create, the value we provide and the relationships we build – all while helping people succeed and do more. Customers use our machines and technologies to accomplish more in construction, agriculture, landscaping, rental, grounds maintenance, utilities, and other applications. Both the people behind our brand and the equipment we manufacture are tough, agile, and versatile. Bobcat equipment fosters a sense of pride and inspires confidence on even the most challenging job sites. We lead the industry through Brand Excellence, Innovation Leadership, Powered by People, and Community Partnership.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Warranties will cover all products, parts, and labor within the specified warranty period. Optional Protection Plus extended warranties are also available for increased protection and peace of mind. (See Attached Warranty Statements)	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Customary to the manufacturing industry, usage limitations such as; length of time or number of months (i.e. 12 or 24 months) and/or the number of hours (i.e. 2000 hours). Protection Plus an optional Manufacturer's Warranty would also follow the aforementioned number of months/hours methodology. Other limitations or circumstances that would restrict or otherwise create warranty limitations are; abuse, unauthorized alterations; damage; environmental conditions, inadequate maintenance, adjustments, normal wear/tear, consumable items, unauthorized repairs, rentals/loaner units, diagnostic time, freight charges, project/job loss, and clean up time.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Travel time for technicians will not be covered to perform warranty repair.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Bobcat Company has over 1,400+ independently owned and authorized dealers throughout North America. There are multiple dealers or enterprise locations within each state/province that will stand ready to perform service and warranty work to best serve the government customers. Any remote locations that provide a challenging warranty or service situation, Bobcat Company will work with the nearest dealer enterprise to customize solutions that will meet and/or exceed the customers' expectations	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty service for any items made by other manufacturers or not manufactured by Bobcat Company will be passed on to the original equipment manufacturer. Note: all products currently offered in response to this RFP will be covered by the warranty of Bobcat Company.	*
51	What are your proposed exchange and return programs and policies?	Exchange and returns rarely occur, however in the event that the situation(s) should arise, Bobcat Company will work with the customer on a case-by-case basis. It is Bobcat Company's intent to create a world class customer experience and will work diligently with the customer(s) and dealer(s) to quickly provide resolution and minimize any disruption in the customer(s) operations. Bobcat Company is a build to order manufacturer and In the event that a unit is shipped and delivered to an ordering entity and it is discovered that the unit does not meet the customer's intent and the unit was quoted and ordered per the ordering entity requested specification or request for quote and a formal purchase order or signed quote was initiated, built and shipped, Bobcat Company may request up to a 30% restocking fee to cover the additional transportation and costs associated with moving/reselling the unit ordered by the government customer/entity.	*
52	Describe any service contract options for the items included in your proposal.	Customized service plans/contracts are available and will be only offered by the Bobcat® independently owned and authorized dealers. Customized service plans/contracts may include (*not an all-inclusive list) preventative maintenance plans, service interval plans, high utilization plans, or plans designed to meet unique customer needs. If so, chosen by the customer, service plans/contracts through the Bobcat® authorized locations can be quoted and ordered in conjunction with contract items	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Net 30. No prompt payment discounts are currently offered. Acceptable payment methods are check, ACH, EFT, and credit card. In the event of delinquent customer payments, Bobcat Company reserves the right to charge the customer interest on the delinquent invoices up to but not to exceed 10%.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Bobcat Company does provide competitive leasing, tax free municipal leasing and other financing options for various terms, which are available through the corporate headquarters, authorized dealer locations, or other third-party financing organizations such as; Wells Fargo, PNC, Synchrony, and NCL Government Capital.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Our standard transaction documents include quote templates with itemized costs to include the equipment, factory installed options, attachments, dealer installed parts, freight, Dealer PDI, Dealer Assembly charges, and any other associated costs with the transaction. Quote date, time, quote number, Agency Name, Point of Contact information, delivering dealer, and ordering instructions will be displayed at the top of the quote. Sourcewell Contract numbers will be clearly displayed within the footer of the quote. (see US and Canada Samples) Invoices will reflect the itemized quote making it easy for the customer to cross reference. (see attached sample invoice)	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Bobcat Company and its dealers will accept government purchase cards to satisfy payment requirements. Although it is not common practice currently, Bobcat Company and its dealers reserve the right to charge the applicable credit card fee that is appropriate and coincides with the amount of purchase.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The Bobcat Company pricing model will be ceiling based beginning with a specified percentage discount off manufacturers suggested list price by product or product category. (See Bobcat Company Price Pages attached) (Canadian pricing can be calculated by adding the current exchange rate and any applicable tax).	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Ceiling based discounts will begin at 16% off manufacturers suggested list price and may range up to 34% off manufacturers suggested list price depending on product model or product line and is dependent on corporate dealer programs, overstocked inventory, manufacturing capability, market share, and competitive benchmarking. Throughout the term of the contract, Bobcat Company may offer additional discount incentives pertinent to manufacturing pressure, discount programs, overstocked inventory, and market share opportunities. (See attached Bobcat Company Price Pages).	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity or volume discounts are available. Ex. Purchase order transactions that contain multiple units of a product category or product model with factory installed options and attachments of quantities of 5 or more may receive a more favorable discount consideration beginning with 1% additional discount and/or freight cost reductions if available through corporate programs. Throughout the term of the contract, Bobcat Company may offer additional discount incentives pertinent to manufacturing pressures, discount programs, and market share opportunities	*

60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Bobcat Company will allow for “sourced” goods/products or related services or “open market” items or “nonstandard options” to be itemized and offered on Sourcewell member quotes and orders. Such items may be offered at the dealer price plus 24%.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Additional total cost of acquisition may include items such as manufacturer freight and destination charges, applicable state and local sales tax, dealer assembly/installation charges, set up, pre-delivery inspections, document fees, finance fees, insurance costs, environmental disposal costs, material surcharges, fuel surcharges, fuel tank fill, transfer costs, freight forwarding costs, air freight costs, dealer final destination charges, training, service plans/contracts, warranty escrow, extended warranty or Protection Plus. Pre-delivery Inspection and Installation Costs are associated with the local independently owned and authorized Bobcat® dealership shop and labor rates.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight costs and/or destination charges (varies by product type, size and weight) from the factory to customer delivery address will be itemized on the quote and paid by the customer, unless otherwise agreed. Depending upon product mix being delivered and end customer delivery address, there may be a combination of freight, destination charges, fuel surcharges, and dealer delivery charges. Units will be shipped from the factory to the nearest assigned dealer for pre- delivery inspection and parts/accessory installation unless unforeseen circumstances warrant a change to this procedure. The dealer will be responsible for making contact with the end customer to arrange final delivery within the appropriate delivery times determined by the customer.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	In situations where delivery is to be made to Alaska, Hawaii, remote parts of Canada, or any offshore delivery the customer will be responsible for the additional freight, air freight, sling load, barge, fairy, 3rd party freight forwarding charges, and any required insurance needed while in transit. Additional charges will be reviewed by the customer prior to order, and it is customary for Bobcat Company to work with the customer throughout the sales/delivery process meeting the desired delivery method specified by the customer.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Other than the aforementioned methods of delivery, if a unique delivery situation were to arise Bobcat Company will work closely with the customer to provide the most efficient and cost-effective methods.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	d. other than what the Proposer typically offers (please describe).	Pricing offered in response to this Sourcewell RFP was created in a way to capture the mindshare of Bobcat Company Executives and authorized Bobcat® independently owned enterprise Dealer Principals, in order to create the necessary buy in needed to gain additional corporate and dealer network support and resources. While it may not currently be similar or better than some pricing offered to other GPOs, Cooperative procurement organizations, or state purchasing departments this is simply due to the timing of the new RFP and potential award. Lest we forget that we remain in unprecedented times with inflation, supply chain price volatility, freight cost uncertainty, labor shortages, labor cost increases, significant backlog in certain models and product categories, all leading to continued uneasiness of executives wanting long term contracts. However, because of the ceiling-based pricing, our discount structure offered will allow for best value, better flexibility, better volume discount considerations, hot list pricing, market conditions, manufacturing pressures, and positioned to provide more competitive discounts as needed to accommodate the current economic climate, budgets, and customer situations. All other contracts in our portfolio will be adjusted as the contact terms and conditions permit or will be removed from our contract portfolio. If awarded, Sourcewell will remain to be the go-to solution in our contract portfolio and as the current economic chapter closes, we will be better positioned for growth and competitive agility.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	From inception of the contract, Sourcewell Contract specific price pages, dealer memorandum of instruction, and ordering instructions will be handled and distributed to the Bobcat® Dealers and Distributors by the Bobcat Company Government Sales Office. Pricing and discounts will be input into the Bobquote System, Customer Sales Experience quoting solution, and Contract Management System in order to comply with contract discounts and pricing for quoting consistency in accordance with the awarded contract. Pricing and discounts will be readily available for both inside sales support staff and dealers to quickly and easily access, expediting the sales process and order capture. All orders will be verified or processed by the Bobcat Government Sales Operations staff in order to maintain consistency and audit compliance. Sourcewell Contract quotes and sales orders will be documented on an internal retail report for easy access and filtering to efficiently provide sales data for auditing, quarterly reporting to Sourcewell and administrative fee remittance.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	1) Contract Quote and Sales/Retail data by product type 2) Contract Quote and Sales/Retail data by model and industry size class 3) AEM Market Share, UCC, and Industry Specific Data 4) Customer demographics: (ex. city, county, municipality, k-12, university, non-profit, state agency etc.) and location. 5) Sales Revenue Growth 6) Marketing Plan • Frequency and Timing • Media delivery schedule as it relates to budget cycles - Media Metrics – E-Blasts, E-newsletters, Online display ads, Print ads • Impressions • Click Rates • Bounce Rates • Form Submissions	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Bobcat Company proposes an administrative fee structure of no more than three quarters of one percent or 0.75%. The proposed discounts offered will allow Bobcat Company to offer additional incentives to Sourcewell members to better meet the customers constrained budgets and better meet the competitive situations in markets of opportunity. Since the Canadian sales are reported in CAD rather than US Dollar, I propose the Canadian sales be reported separately and the administration fee be paid based upon the average exchange rate (FX) for the given quarter as the payment to Sourcewell from Bobcat Company is in US dollars. Sale Example: $100,000 CAD / 1.34 (current FX) = $74,626.87 US. Administration fee payment: $74,626.87 x .75% = $559.70.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	The Bobcat Company product lines fit within the scope of this Sourcewell RFP. Our breadth of products includes the following for Sales, Lease and Rental; Bobcat® Skid Steer Loaders, Bobcat® Electric Skid Steers, Bobcat® Compact Track Loaders, Bobcat® Electric Compact Track Loaders, Bobcat® Compact Excavators, Bobcat® Electric Excavators, Bobcat® Large Excavators, Bobcat® Telehandlers, Bobcat® Compact Wheel Loaders, Bobcat® Small Articulated Loaders, Bobcat® Mini-Track Loaders, Bobcat® Light Compaction Equipment, Bobcat® Utility Work Machines (Toolcat®), Bobcat® Compact and Utility Tractors, Bobcat® Utility Vehicles, Bobcat® Zero-Turn Mowers, Steiner® Tractors and Ryan® Turf Renovation Equipment and associated attachments, implements, accessories/parts, and associated warranty/extended warranty. We intend to add additional products to the Bobcat® Catalog and Branded offering as we develop this market through organic growth and acquisition to better serve Sourcewell and its members.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Other Value Added, Bobcat® power units that may fit both the scope of Grounds Maintenance, Material Handling, Power Generation, Portable Construction, Utility, and Medium Duty Construction equipment, Attachments, Implements, Parts, and associated warranty/extended warranties	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Wheeled, tracked, and backhoe loaders;	(•) Yes ( ) No	Bobcat® Compact Track Loaders Bobcat® Compact Wheel Loaders Bobcat® Small Articulating Loaders visit: https://www.bobcat.com/na/en/equipment/loaders for more information	*
72	Skidsteers;	(•) Yes ( ) No	Bobcat® Skid Steer Loaders ranging from the M-Series to the recently launched R-Series loaders. visit https://www.bobcat.com/na/en/equipment/loaders/skid-steer-loaders for more information.	*
73	Mini excavators;	(•) Yes ( ) No	Bobcat® Compact or Mini-Excavators to include M-Series, R-Series and R2 Series Excavators. visit: https://www.bobcat.com/na/en/equipment/excavators/compact-excavators for more information	*
74	Telehandlers;	(•) Yes ( ) No	Bobcat TL519, TL619, TL723, and TL923 visit: https://www.bobcat.com/na/en/equipment/telehandlers	*
75	Soil compaction and site preparation equipment	(•) Yes ( ) No	All the aforementioned products or equipment fall into soil compaction and/or site preparation equipment. Other product portfolio attachments will be made available to Sourcewell members. visit: https://www.bobcat.com/na/en/attachments	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 76. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Sourcewell RFP 020223 - Bobcat Price Pages - January 2023.xlsx - Thursday February 02, 2023 13:57:37
- Financial Strength and Stability - Financials.zip - Thursday February 02, 2023 14:06:13
- Marketing Plan/Samples - Marketing _ Product Information_Sustainability Report.zip - Thursday February 02, 2023 14:07:17
- WMBE/MBE/SBE or Related Certificates - Certifications.zip - Thursday February 02, 2023 14:12:50
- Warranty Information - Warranty.zip - Thursday February 02, 2023 14:14:28
- Standard Transaction Document Samples - Standard Transaction Documents.zip - Thursday February 02, 2023 14:17:14
- Upload Additional Document - Dealer List_Territory Maps_State and Cooperative Contracts List.zip - Thursday February 02, 2023 14:24:49

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Randy Fuss, Director, Government Accounts, Clark Equipment Company dba Bobcat Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Tue January 24 2023 02:56 PM	☑	2
Addendum_3_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Tue January 3 2023 11:29 AM	☑	1
Addendum_2_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Tue December 27 2022 03:08 PM	☑	1
Addendum_1_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Mon December 12 2022 04:08 PM	☑	1

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AMENDMENT #1
TO
CONTRACT # 020223-CEC

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Clark Equipment Company dba Bobcat Company, now known as Doosan Bobcat North America, Inc.** (Supplier).

Sourcewell awarded a contract to the Supplier to provide Medium Duty and Compact Construction Equipment with Related Attachments to Sourcewell and its Participating Entities, effective April 6, 2023, through April 17, 2027 (Contract).

Clark Equipment Company dba Bobcat Company changed its name to "Doosan Bobcat North America, Inc." and Supplier has requested to modify the Contract to change its name. No other structural changes have taken place with the company.

As of the effective date of this Amendment, all references to "Clark Equipment Company dba Bobcat Company" in Contract # 020223-CEC will be replaced with "Doosan Bobcat North America, Inc."

Except as amended, the Contract remains in full force and effect.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz, Chief Procurement Officer

Date: 5/28/2024 | 1:55 PM CDT

Doosan Bobcat North America, Inc.

By: DocuSigned by: Randy L. Fuss 0F55B103999C454...

Randy L. Fuss, Director, Gov. Accounts

Date: 5/28/2024 | 11:49 AM PDT

Docusign Envelope ID: 782A60B9-A03E-4EE7-A5C9-C9E11A446367

AMENDMENT #2
TO
CONTRACT # 020223-CEC

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Doosan Bobcat North America, Inc.** (Supplier).

Sourcewell awarded a contract to the Supplier to provide Medium Duty and Compact Construction Equipment with Related Attachments to Sourcewell and its Participating Entities, effective April 6, 2023, through April 17, 2027 (Contract).

NOW, THEREFORE, the parties wish to amend the Contract as follows:

> Section 18. Insurance–Subsection A. Requirements– Item 5. Network Security and Privacy Liability Insurance of the Contract is deleted in its entirety.

Except as amended, the Contract remains in full force and effect.

Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 3/7/2025 | 8:45 AM CST

Doosan Bobcat North America, Inc.

Signed by:
By: Kristie Willett
478233CD563F49B...
Kristie Willett, Sr. Government Account Manager

Date: 3/7/2025 | 8:37 AM CST

BOBCAT COMPANY SUGGESTED PRICE LIST - January 2023

Bobcat Company

ORDER ADDRESS:
CLARK EQUIPMENT COMPANY dba BOBCAT COMPANY
250 EAST BEATON DRIVE
PO BOX 6000
WEST FARGO, ND 58078-6000

Government Sales Points of Contact:	*Phone:*
Heather Messmer - Government Accounts Sales Support Mgr. *heather.messmer@doosan.com*	*(701) 241-8719*
Jesse Rheault - Government Account Manager *jesse.rheault@doosan.com*	*(701) 241-8759*
Barry Hanson - Government Account Manager *barry.hanson@doosan.com*	*(701) 241-8793*
Randy Fuss - Director, Government Accounts *randy.fuss@doosan.com*	*(701) 241-8746*

TOLL FREE #: 800-965-4232, Opt#2
FAX#: (855) 608-0681

PROMPT PAYMENT TERMS: Net 30
TIME OF DELIVERY: 60 to 90 Days ARO
COMMERCIAL CREDIT CARD: Accepted (Visa/Mastercard/American Express)

TID#: 38-0425350

REMIT TO ADDRESS:
CLARK EQUIPMENT COMPANY dba BOBCAT COMPANY
PO BOX 74007382
CHICAGO, IL 60674

Product	Discount Percent	
	Machines	Factory Installed Options
Skid Steer Loaders	22.0%	22.0%
Compact Track Loaders	26.0%	26.0%
Loader Attachments	24.0%	24.0%
Compact Wheel Loader (CWL)	24.0%	24.0%
CWL Attachments	24.0%	24.0%
Small Articulating Loaders (SAL)	24.0%	24.0%
SAL Attachments	24.0%	24.0%
Compact Excavators	28.0%	28.0%
Large Excavators	24.0%	24.0%
Excavator Attachments	24.0%	24.0%
Mini Track Loaders (MTL)	24.0%	24.0%
MTL Attachments	24.0%	24.0%
Toolcat	20.0%	20.0%
Toolcat Attachments	24.0%	24.0%
Compact Tractors	22.0%	22.0%
Compact Tractor Implements and Attachments	24.0%	24.0%
Utility Vehicles	20.0%	20.0%
Telehandlers	24.0%	24.0%
VH Attachments	24.0%	24.0%
Bobcat® Mowers	22.0%	22.0%
RYAN Turf Equipment & Attachments	16.0%	16.0%
Steiner Tractors & Attachments	20.0%	20.0%
Compaction Equipment	16.0%	16.0%

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Marshall Ronningen, Facilities Maintenance Superintendent

Co-Submitter: Jen Brown

Date: 01/15/2026

Meeting Date: 01/20/2026

TITLE:

Consideration and Approval of Contract: B2B Direct Sales, Inc. DBA The HVAC Company and the City of Flagstaff for the purchase of an HVAC unit for the Northern Arizona Center for Entrepreneurship and Technology (NACET) Incubator Property in the amount of $205,021.18.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract through Equalis Group with Education Service Station 10 Contract #R10-1132E, between B2B Direct Sales, Inc. DBA The HVAC Company, and the City of Flagstaff to purchase a 20-ton Trane rooftop unit (RTU) SLHPF20EC air conditioning unit for NACET in the amount not exceed $205,021.18; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Council approval of the cooperative agreement to purchase the 20-ton Trane unit in the amount of $205,201.18. This unit will replace an existing Heating,Ventilation and Air Conditioning (HVAC) apparatus which has met and exceeded its service life. Funds for this expenditure are included in the FY26 budget.

Financial Impact:

Project Name: NACET Incubator HVAC unit RTU B 20 ton replacement
Cost: $205,201.18
Account Number Budgeted: 052-07-213-0831-4-4435
FY Budgeted Amount: $365,000.00
Grant Funded:No
Funding Source: BBB - Economic Development

Policy Impact:

None

Previous Council Decision or Community Discussion:

None

Options and Alternatives to Recommended Action:

1. Approve the purchase of 20-ton Trane HVAC unit from B2B Direct Sales, Inc. DBA The HVAC Company.
2. Not approve the purchase of a 20-ton Trane HVAC unit.

Background and History:

The Flagstaff Northern Arizona Center for Entrepreneurship and Technology (NACET) Campus is a high-

traffic facility which requires reliable climate control to ensure comfort and safety for patrons and staff. The existing HVAC unit has reached the end of its serviceable life, resulting in frequent maintenance issues and increasing operational costs. Replacing it with a 20-ton Trane HVAC unit is essential to maintain optimal indoor conditions, reduce energy consumption, and minimize future repair expenses. To address the current HVAC issues, we propose the purchase and installation of a 20-ton Trane HVAC unit, known for its efficiency, durability, and high performance. Trane units are widely recognized for their reliability in demanding environments, which makes them a suitable choice for the NACET campus. The proposed unit will deliver consistent temperature control, improved energy efficiency, and reduced environmental impact, aligning with our commitment to sustainability. The total cost of the new Trane HVAC unit, including installation, is within budget and aligns with our projected capital expenditures for the year. By investing in this unit, we anticipate a reduction in energy costs due to improved efficiency, as well as a decrease in ongoing maintenance expenses. Additionally, the new system's reliability will help prevent unexpected disruptions to NACET services. The purchase will be funded through the approved facilities budget and procured via an existing agency purchasing agreement through the Education Service Center, Region 10, ensuring competitive pricing and compliance with procurement policies. Utilizing this into a cooperative contract will streamline the purchasing process, allowing us to proceed with installation promptly and ensure minimal disruption to NACET operations. This project was reviewed by the Facilities Advisory Committee (FAC) and evaluated alongside other proposed projects. It was identified as a high priority and approved for funding through the FY 2025--26 budgeting process.

Purchasing staff has reviewed the cooperative agency contract and has determined it to be a valid cooperative, current and within scope of work for this purchase.

Connection to PBB Priorities and Objectives:

- High Performing Governance

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.

Connection to Carbon Neutrality Plan:
BE-3: Reduce energy use in existing buildings.

- A review of the proposed unit by the Sustainability Team confirms a reduction in energy consumption and verifies that the unit will operate as an all-electric unit. The existing 20-ton unit, which is 18 years old, has a Seasonal Energy Efficiency Ratio (SEER) of 11.1. The proposed replacement is a 20-ton unit with a SEER rating of 17.8. This increase in SEER represents an approximate 60% improvement in energy efficiency.

Connection to 10-Year Housing Plan:
NONE

Connection to Division Specific Plan:
NONE

Attachments: Cooperative Purchase Contract

COOPERATIVE PURCHASE CONTRACT
Contract No. 2026-135

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 B2B Direct Sales, Inc. d/b/a The HVAC Company, an Arizona Corporation ("Contractor").

RECITALS:

A. Contractor is a fully authorized vendor of HVAC Installers & Energy Management Services;

B. The Education Service Center, Region 10 conducted a competitive and open procurement process through Request for Proposal R10-1132 that resulted in Contract No. R10-1132E with Contractor ("Agency Contract"); and

C. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

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

1. Materials and or Services Purchased: Contractor shall provide to the City the materials and/or services, as specified in the Scope of Work attached as *Exhibit A*, and in accordance with the Agency Contract. A general description of materials and/or services being purchased is:

REPLACEMENT OF 20 TON HVAC UNIT AT INCUBATOR

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 *Exhibits B.1-B.4*, 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.

4. Payment: Payment to Contractor for the materials and/or services not to exceed **TWO HUNDRED FIVE THOUSAND TWENTY-ONE DOLLARS AND EIGHTEEN CENTS ($205,021.18**); made in accordance with the price list and terms set forth in the Agency Contract. Any price adjustment must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee 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: This Cooperative Purchase Contract shall commence upon execution by the Parties and shall continue until April 30, 2027 unless sooner terminated by 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:
Joe Ronningen
Facilities Superintendent
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Marshall.Ronningen@flagstaffaz.gov
Phone: 928-213-2160

With a copy to:
Josh Linam
Sr. Procurement Specialist
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Joshua.Linam@flagstaffaz.gov

To Contractor:
James Hoover
President
B2B Direct Sales, Inc. d/b/a The HVAC Company
3120 W Carefree Hwy, Suite #1817
Phoenix, AZ 85086
james@thehvaccompany.net
(480) 687-8081

(Remainder of Page Intentionally Blank)

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.

B2B Direct Sales, Inc. d/b/a The HVAC Company:

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 September 4, 2024

Exhibit A
Quote

Quote #: 12105

The HVAC Company
A Mechanical Services Contractor

3120 W Carefree Hwy, Suite #1817, Phoenix, AZ, 85086 * 480-687-8081

Attn: Manny Rivera Phone: 928-606-1564 Email: manuel.rivera@flagstaffaz.gov Company: City of Flagstaff Address: 211 W Aspen Ave, Flagstaff, Arizona 86001	Date: Jan 07, 2026 Re: 20T NW McQuay Replacement - Incubator Bldg Property: Incubator Building Address: 2225 N Gemini Dr, Flagstaff, Arizona 86001

The HVAC Company is pleased to offer our proposal for the referenced work:

SCOPE:

All work to be completed during normal business hours

Remove and dispose of existing McQuay 20 Ton (RTU B) M# RPS020CSY, S# FB0U080400766 00
-Install new Trane 20 Ton I-Pak1 Rooftop SZVAV AC Unit M# SLHPF20EC with new roof curb and associated gasket seals.
-Equipment has internal disconnect.
-Includes modifying main electrical feeders to correctly mount in the new system.
-Includes rework of hot water piping, from old location to new coil location in the new equipment.
-Reconnect to existing condensate system.
-Modify and reconnect to existing building duct system, with new custom adaptors at roof.
-Reconnect existing lightning arrest system to new equipment.
-Crane service included.

**NOTES: SLHPF20
Cooling / Hot Water Heat, R-454B Refrigerant,20 Ton Air Cooled, Barometric Relief, MERV 8 Filters, 10 HP FC, 1400 RPM ,0-100% Economizer
VAV with VFD w Bypass, 0 Degree Fahrenheit cULus Approval, Unit Mounted Disconnect w High-Fault SCCR, Economizer Control with Dry Bulb
Low Leak Fresh Air Damper, Variable Speed Compressors, Standard Aluminum Condenser Coil, Rapid Restart, Grease Lines, Access Doors,
Pre Evap Filter Monitor, BACnet Communication. Fan Spring Isolators - Supply/Ex/Return, Horizontal RH Supply & End Return, Trane Start - Up

Warranty: 1-year parts & labor.
Lead time: As of today, 20 weeks plus transit.
Exclusions: permits & engineering; premium labor and any items not specified herein.

Total Proposal as Outlined Above.....	**$205,021.18**

Our goal is to provide quality work at a competitive price. We will accomplish this by performing efficiently, timely, safely and to your complete and total satisfaction. Thank you for allowing us to proceed by authorizing the work in the space provided below. Lead times on parts and equipment available upon request and are subject to change based on availability at time of approval.

Sincerely,
The HVAC Company

ACCEPTANCE OF PROPOSAL

- This proposal represents the entire agreement between the parties. There are no representations, promises or other understandings unless expressly included herein.
- Estimate valid for 15 days from the issue date. Payment terms are net 30 days, subject to a 5% late charge and a separate 1.5% interest charge on the outstanding delinquent balance compounded monthly.
- Our offer is predicated upon a clear and accessible area that will be made available by others, where our work is to be performed.
- Unless noted in the specific inclusions, our work will be performed during our normal working hours.
- Further examination of work may necessitate a change in scope.
- Some items may have limited warranty (Example: manufacture warranty exclusions, seals, gaskets, wear items, parts damaged due to forces beyond reasonable control)

SPECIFIC EXCLUSIONS:

Permits & engineering; premium labor and any items not specified herein.

Approved by:	
Approval Signature:	
Date:	
PO# or Payment Method:	

REQUEST FOR PROPOSAL #R10-1132 FOR: HVAC INSTALLERS & ENERGY MANAGEMENT SERVICES

January 28, 2028

Section One:

Part A – Introduction & Scope
Part B – Instructions to Respondents

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REQUEST FOR PROPOSAL FOR HVAC INSTALLERS & ENERGY MANAGEMENT SERVICES

EDUCATION SERVICE CENTER, REGION 10
400 E Spring Valley Rd
Richardson, TX 75081
Telephone: (972) 348-1110

Publication date	01/28/2022
Product or service	HVAC installers & Energy Management Services
RFP #	R10-1132
Proposal due date	03/03/2022
Proposal submittal location	https://region10.bonfirehub.com/portal/?tab=login
Principle contract officer	Mr. Clint Pechecek Purchasing Consultant
Public opening location	Region 10 ESC 400 E. Spring Valley Rd. Richardson, TX 75081

Education Service Center, Region 10 ("Region 10 ESC") is seeking proposals for the procurement of HVAC installers & Energy Management Services. Responses will be accepted until 03/03/2022 at 2:00 PM. All times are Central Standard Time.

The public bid opening will be held via Zoom meeting. Interested parties who wish to attend the bid opening should email Clint Pechacek at clint.pechacek@region10.org by 4:00 pm Central Time on March 2nd, 2022, to receive an invitation. Requests for an invitation after that time will not be accepted. The bid opening will begin at 2:00 pm Central Time on March 3rd, 2021 after all submissions have been received.

In general, Coop members will reference this RFP when purchasing from the vendor. Region 10 ESC will not charge a fee to public agencies for participation in the purchasing coop.

Faxed responses will not be considered. By submitting a response, responder certifies to the best of his/her knowledge that all information is true and correct. All proposals must be submitted electronically as directed in the Bonfire procurement application. Scanned submissions are acceptable where PDF files are requested.

Responses should be submitted on the forms provided. Only responses received by the date and time specified will be considered. PRICE, QUALITY, AND SUITABILITY: It is not the policy of Region 10 ESC to purchase services solely on the basis of low price alone; quality and suitability to purpose are taken into consideration. Term discount, if any, must be indicated on Deviation Statement & Signature Page and will be considered.

The Region 10 ESC Board of Directors may approve awarding of this proposal to one or more vendors. Region 10 reserves the right to reject all proposals if it determines in its sole discretion that a reasonable basis exists for doing so. Consideration for an exclusive award to a single supplier will be given for vendors who respond with value that separates the vendor from other respondents within the competitive range.

This RFP consists of three sections and one Excel attachment:

Section One:
- Part A – Introduction and Scope
- Part B – Instruction to Respondents and Award Process

Section Two:
- Proposal Submission and Required Forms

Section Three:
- Part A – Vendor Contract and General Terms and Conditions
- Attachment A – Equalis Group Administrative Agreement
- Attachment C – State Notices

Attachment B
- Pricing

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MASTER AGREEMENT

The purpose of Region 10 ESC soliciting this Request for Proposal is to create a Master Agreement for HVAC installers & Energy Management Services for use by public agencies supported under this contract ("Members"). Region 10 ESC, as the Lead Agency (as defined in Section Three; Attachment A, Equalis Group Administrative Agreement), has come together with Equalis Group to make the resultant contract (also known as the "Master Agreement") from this Request for Proposal available to other public agencies, including county, city, state, special district, local government, school district, private K-12 school, higher education institution, other government agency or non-profit organization ("Public Agencies"), for the public benefit through the Equalis Group's cooperative purchasing program. Region 10 ESC will serve as the contracting agency for any other Public Agency that elects to access the resulting Master Agreement.

Access to the Master Agreement by any Public Agency must be preceded by its registration with Equalis Group as a Participating Public Agency in Equalis Group's cooperative purchasing program. Attachment A contains additional information on Equalis Group and the cooperative purchasing program. Equalis Group provides marketing and administrative support for the awarded vendor ("Supplier") that promotes the successful vendors' products and services to the Participating Public Agencies nationwide.

Participating Public Agencies benefit from pricing based on aggregate spending and the convenience of a contract that has already been advertised and competitively awarded. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to multiple competitive solicitations.

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SECTION ONE: PART A – INTRODUCTION AND SCOPE

1. BACKGROUND ON REGION 10 EDUCATION SERVICE CENTER

1.1. Region 10 Education Service Center ("Region 10 ESC" herein "Lead Agency") on behalf of itself and, potentially, to all other public agencies, including county, city, state, special district, local government, school district, private K-12 school, higher education institution, other government agency or non-profit organization ("Public Agencies") solicits proposals from qualified Respondents to enter into a Vendor Contract ("Contract") for the goods or services solicited in this invitation.

1.2. Contracts are approved and awarded by a single governmental entity, Region 10 ESC, and are only available for use and benefit of all entities complying with their respective state procurement laws and regulations (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities).

2. ROLE OF THE EQUALIS GROUP

2.1. Equalis Group assists Region 10 ESC in helping other public agencies and non-profits reap the benefits of national leveraged pricing, with no cost to the Member. Equalis Group leverages one of the largest pools of purchasing potential. This is accomplished by competitively soliciting proposals and awarding contracts for commonly purchased products and services.

3. PUPOSE OF REGION 10 ESC

3.1. The mission of Region 10 is to be a trusted, student-focused partner that serves the learning community through responsive, innovative educational solutions. It is Region 10's intent to:

- Provide governmental and public entities opportunities for greater efficiency and economy in procuring goods and services.
- Take advantage of state-of-the-art purchasing procedures to ensure the most competitive contracts.
- Provide competitive price and bulk purchasing for multiple government or public agencies that yields economic benefits unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services.
- Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.
- Help in assisting customers with use of best business practices.

4. CUSTOMER SERVICE

4.1. Region 10 ESC is dedicated to making its contracts successful for both its members and its awarded vendors.

4.2. Region 10 ESC is committed to providing its members and awarded vendors with high quality service.

4.3. Region 10 ESC has dedicated staff available to answer questions, offer guidance and help in any way possible.

5. PRODUCTS AND SERVICES COVERED (SCOPE)

5.1. It is the intention of Region 10 ESC to establish a contract with Respondent(s) are able to install, manage and maintain a comprehensive offering of HVAC Equipment, Energy Management Services, and Related Products. Respondents may elect to limit their proposals to a single product or service line within any category, or multiple products and services within any and all categories. However, respondents are encouraged to propose their complete catalog, products and services where available, including but not limited to the following categories:

5.2. **Products & Equipment**

- HVAC refrigeration: rotary, centrifugal, scroll, reciprocating., absorption
- Indoor air quality products and devices: active polarization, non-ionizing, electronic air cleaning systems intended to replace passive filtration, any other.
- Unitary: rooftops, split systems, vrfs, heat pumps, ptacs, water-source, mini-splits
- Air handling type: central station-manufactured or custom makeup air, fan, filter, coil sections
- Air terminal devices and heating products: vav, fan coils, unit ventilators, unit heaters, fin tube radiation/convectors
- DDC controls: core components, end devices, lighting, panels
- Cooling towers: open, closed, evaporative, other
- Pumps: single stage, split case, end suction, inline, circulator, turbines
- Boilers & water heaters: modulating, condensing, cast iron, water tube, packaged and other
- HVAC specialty products: (e.g., modular, outside/inside, steam & thermal heat recovery, humidity control, heat wheel, heat pipe, heat exchangers, geothermal)
- Equipment parts and supplies: manufactured parts, emergency parts service, miscellaneous material and supplies and other

5.3. **Installation & Services**

- Startup & commissioning services: equipment startups, system checkouts, control verification, retro commissioning, m & v verifications, rebate auditing, other
- Service & maintenance: preventative and full maintenance contracts, man-at attendance, remote monitoring, annuals, emergency services, regulatory compliance, cleaning (e.g., duct, coils and filters), scheduled maintenance (e.g., oil, chemical and vibration analysis) and other
- Installation and turnkey solutions: retrofit, new construction, energy retrofit, controls new- and upgrade and other

- Warranty services: extended parts & labor (define maximum number of years available), delayed start-up and other
- Energy services: energy tracking, energy analysis, evaluation of potential upgrades, demand response, rebates and other
- Equipment rentals: chillers, pumps, transformers, terminal units, generators, cooling towers, packaged unitary and other
- Financial services: leasing, prompt and pre-payment discounts, guaranteed savings and other
- Professional services: engineering, design, drafting, architectural, project management and other
- Site surveys: equipment, system analysis, operational, architectural and other

5.4. **Supporting Solutions:** - This scope should be read as including all products, equipment, software, services and any other capability that respondents are able to offer which supports or complements functionality listed above.

5.5. Architecture and engineering services will not be accepted.

6. PRICING

6.1. **Attachment B:** All pricing must be entered into the Attachment B template provided. Products/lines completed will be used to establish the extent of the Respondents product lines, services, warranties, etc. that are available. All services offered under this contract must be priced or listed as free and unlisted services will not be accepted. Respondents have the option to propose pricing in all or any of the following.

6.2. **Price value and coverage**: Region 10 ESC requests that potential Respondents offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

6.3. **Auditable Pricing**. It is the responsibility of the Bidder to provide a complete Cost Proposal that includes pricing based on a verifiable pricing methodology for all products and/or services to be considered for award. Respondents may provide pricing via the Job Order Contracting (JOC) pricing methodology or through other methods as follows

- Job Order Contract (JOC) Pricing:
    - Region 10 ESC requires the use of the RS Means Unit Price Book (UPB) and pricing must be submitted as a coefficient of the Unit Price Book's line item prices
    - The RS Means price book published quarterly updates will be allowed if available
    - In addition to the coefficient, the published City Cost Index from the RS Means price book will be utilized as a modifier for the specific city or region.
    - State, City or regional pricing is allowed and must be specified for each region. If no specific state, city or region is specified, then pricing submitted will be assumed as available in all 50 states
    - Unless specified otherwise by the respondent, standard labor hour rates will be calculated from 8:00 AM until 5:00 PM and overtime rates will be calculated for all other hours worked.
    - Recognized holidays which are eligible for overtime rates all day include: New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, General Election Day, Veterans Day, Thanksgiving Day and Friday after, Christmas Eve and Christmas Day and New Year's Eve. Any deviations to these recognized holidays must be specified in the response.
    - Non-pre-priced Items: Items that are not found in the RS Means unit price book will be listed as "non-pre-priced". This does not include previously discussed design and engineering costs. The contractor will provide three firm price quotes to establish the average base cost for each item. The contractor's coefficient will then be applied to determine the price and the city cost index will not be applied. This line item will need to be approved by public agency. Once

approved, the item will be added to the price book for future projects and no longer is non-pre-priced.

- Other Pricing Methodologies:
    - Line-item or fixed pricing: In this format, individual products or services are offered at specific contract prices.
    - Percentage Discount from Catalog or Category: In this scenario, the catalog or category used as the price basis must be verifiable through a published or easily accessible price list where agencies can audit to verify they are receiving the correct contract pricing.
    - Labor Pricing
        - Labor rates may be established based on a specific region, state, city or other geography
        - Job titles/descriptions should be provided for each specific trade and rate provided
        - Hourly rates for standard and overtime hours should be provided. Standard hours are between 8:00 AM until 5:00 PM local time
        - Recognized holidays which are eligible for overtime rates all day include: New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, General Election Day, Veterans Day, Thanksgiving Day and Friday after, Christmas Eve and Christmas Day and New Year's Eve. Any deviations to these recognized holidays must be specified in the response.
- Other Discounts or Enhanced Pricing: Respondents should list any additional rebates, discounts off list, delivery size incentives or other price discounts not already provided. Respondents are encouraged to offer additional discounts for one-time delivery of large single orders to participating public agencies. Participating public agencies should seek to negotiate additional price concessions based on quantity purchases of any products offered under the Contract.
- Other Restrictions and Fees: All other fees or restrictions must be provided. Examples such as minimum order sizes, restocking fees, and/or any other relevant fee or restriction that may be associated with this contract. Fees or restrictions not listed will not be allowed under this contract.

6.4. **All products and services must be priced**: All products and additional services such as installation, delivery, tech support, training, and other services must be priced. Any service provided free of charge should be listed in order to be included on any resulting contract award.

6.5. **Not to Exceed Pricing**: Region 10 ESC requests pricing be submitted as not to exceed for any participating entity. Unlike fixed pricing, the awarded vendor can adjust submitted pricing lower if needed, but cannot exceed original pricing submitted for solicitation. Vendor must allow for lower pricing to be available for similar product and service purchases.

6.6. **Administrative Fees**. Pricing provided shall include the administrative fee paid to Equalis Group.

6.7. **Cost Plus Pricing is not acceptable as the primary pricing methodology for the solutions provided in your Cost Proposal**. Cost Plus can be defined as adding a markup to the cost of goods or services to arrive at a selling price. Using this pricing methodology is not accepted by Members using Federal Grant Funds to purchase the products or services offered.

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SECTION ONE: PART B – INSTRUCTION TO RESPONDENTS AND AWARD PROCESS

7. SUBMISSION FORMAT AND COMMUNICATION

7.1. It is the responsibility of the vendor to make certain that the company submitting a proposal, along with appropriate contact information, is on file with Region 10 ESC for the purpose of receiving addenda.

7.2. **Response Submission**: All responses must be submitted electronically as directed in the Bonfire procurement application. Scanned submissions are acceptable where PDF files are requested. Responses received outside the Bonfire procurement application will not be accepted.

7.2..1. Responses may be rejected for failure to comply with the requirements set forth in this invitation. Region 10 ESC reserves the right to cancel solicitation, reject any or all proposals, to accept any proposal deemed most advantageous to the Members and to waive any informality in the proposal process. Respondents are responsible for making certain proposals are submitted in the Bonfire portal completed by the deadline. Region 10 ESC is not responsible for technical difficulties encountered when uploading the response and will not accept proposals or additions to received proposals after the specified deadline. All information submitted must be readable in the Bonfire application or Microsoft Excel in order to be considered.

7.2..2. Deviations from any terms, conditions and/or specifications must be conspicuously noted in writing by the Respondent and shall be included with the response. (See Section Two, Proposal Form #19).

7.3. **Proposal Format**: The electronic narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested.

Responses should be consolidated into one PDF file for the RFP response and one Excel file for the Pricing Attachment response. No links, embedded files, or alternative formats (such as Adobe Portfolio attachments) are allowed. Any information that is not readable in the Bonfire PDF viewer or in the Excel pricing file will not be considered by the evaluation committee.

7.4. **Time for receiving proposals**: Proposals received prior to the submittal deadline will be kept secure and unopened. No proposals received after the submittal time and deadline will be considered. Late proposals will be returned to sender unopened.

7.5. **Inquiries and/or discrepancies**: Questions regarding this solicitation must be submitted in the Bonfire procurement application. All questions and answers will be posted to the Bonfire procurement application. Respondents are responsible for viewing the Bonfire procurement application to review all questions and answers prior to submitting proposals. Please note that oral communications concerning this RFP shall not be binding and shall in no way excuse the responsive Respondent of the obligations set forth in this invitation.

7.6. **Restricted and Prohibited Communications with Region 10 ESC and Equalis Group:** During the period between the date Region 10 ESC issues this RFP and the selection of the vendor who is awarded a contract by Region 10 ESC, if any, Respondents shall restrict all contact with Region 10 ESC and Equalis Group, and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the Bonfire procurement application in the specified manner. **Do not contact members of the Board of Directors, other employees of Region 10 ESC, any of Region 10 ESC's agents or administrators or Equalis Group employees. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Respondent**.

7.6..1. The communications prohibition shall terminate when the contract is recommended by the administration, considered by the Board of Directors at a noticed public meeting, and a contract has been awarded. In the event the Board of Directors refers the recommendation back to staff for reconsideration, the communications prohibition shall be re-imposed. Additionally, during the time period between the award by the Board of Directors and the execution of the contract, Respondents shall not engage in any prohibited communications as described in this section.

7.6..2. Prohibited communications include direct contact, discussion, or promotion of any Respondent's response with any member of Region 10 ESC's Board of Directors or employees except for communications with Region 10 ESC's designated representative as set forth in this RFP and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Respondents, to assure that decisions are made in public, and to protect the integrity of the RFP process. Except as provided in the above stated exceptions, the following communications regarding a particular invitation for bids, requests for proposal, requests for qualifications, or other solicitation are prohibited:

- Communications between a potential vendor, service provider, Respondent, offeror, lobbyist or consultant and any member of Region 10 ESC's Board of Directors;
- Communications between any director and any member of a selection or evaluation committee; and
- Communications between any director and administrator or employee.

7.6..3. The communications prohibition shall not apply to the following:

- Communications with Region 10 ESC's purchasing agent specifically named and authorized to conduct and receive such communications under this RFP or upon the request of Region 10 ESC, with Region 10 ESC's legal counsel; and
- Presentations made to the Board of Directors during any duly noticed public meeting at which the solicitation is under consideration and the Vendor has been invited to present to the Board

7.6..4. Nothing contained herein shall prohibit any person or entity from publicly addressing Region 10 ESC's Board of Directors during any duly noticed public meeting, in accordance with applicable Board policies, on a matter other than this RFP, or in connection with a presentation requested by Region 10 ESC's representatives. Communication with any employee of Equalis Group

8. ADDENDA

8.1. If required, will be issued by Region 10 ESC to all those known to have received a complete set of Proposal documents. The vendor shall acknowledge on the Signature Form the number of addenda received.

9. CALENDAR OF EVENTS

Event	Date:
Issue RFP	01/28/2022
Deadline for questions	02/17/2022
Issue Addendum/a (if required)	02/18/2022
Proposal Due Date	03/03/2022
Approval from Region 10 ESC	04/20/2022
Contract Effective Date	05/01/2022

10. CONDITIONS OF SUBMITTING PROPOSALS

10.1. **Amendment of Proposal**: A proposal may be amended up to the time of opening by amending the proposal submitted in the Bonfire procurement application.

10.2. **Withdrawal of proposals**: Withdrawal of proposals prior to the opening date will be permitted. Withdrawal of proposal will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal. However, consideration may be given in cases where Respondent advises that it made a clerical error that is substantially lower than it intended. In such case, Respondent must provide written notice of their desire to withdraw, along with supporting documents, within three (3) business days of receiving the acceptance letter. Any contracts entered into prior to Region 10 ESC receiving notice must be honored.

- No Respondent should assume that their withdrawal request has been accepted unless, and until, they receive written acknowledgment and acceptance of their proposal withdrawal.

10.3. **Clarifications**: Region 10 ESC may, by written request, ask a Respondent for additional information or clarification after review of the proposals received for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give Respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. Region 10 ESC will not assist Respondent in bringing its proposal up to the level of other proposals through discussions. Region 10 ESC will not indicate to Respondent a cost or price that it must meet to either obtain further

consideration nor will it provide any information about other Respondents' proposals or prices.

10.4. **Best and Final Offer**: Region 10 ESC, in its sole discretion, may request all Offerors in the competitive range to submit a Best and Final Offer. Offerors must submit their Best and Final Offers in writing. If an Offeror does not respond to the request for a Best and Final Offer, that Offeror's most recent prior offer will be considered to be its Best and Final Offer.

10.5. **Specifications**: When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Respondent must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, Region 10 ESC specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the members.

- References to manufacturer's specifications (Design Guides), when used by Region 10 ESC, are to be considered informative to give the Respondent information as to the general style, type and kind requested. Responses proposing goods, materials or equipment regularly produced by a reputable manufacturer shall be evaluated by Region 10 ESC which will, in its sole discretion, determine whether such proposed goods, materials or equipment are substantially equivalent to the Design Guides, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Respondents should include all documentation required to evaluate whether or not their proposed goods, materials or equipment are substantially equivalent to the Design Guides.

10.6. **Quality of Materials or Services**: Respondent shall state the brand name and number of the materials being provided. If none is indicated, then it is understood that the Respondent is quoting on the exact brand name and number specified or mentioned in the solicitation.

- However, unless specifically stated otherwise and in accordance with purchasing laws and regulations, comparable substitutions will be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended.

10.7. **Deviations and Exceptions**: Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 10 ESC to award a manufacturer's complete line of products, when possible.

10.8. **Formation of Contract**: A response to this solicitation is an offer to contract with Region 10 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is awarded by Region 10 ESC. A contract is formed when Region 10 ESC's board or designee signs the Vendor Contract Signature Form. **The prospective vendor must submit a signed Vendor Signature Form with the response,** thus eliminating the need for a formal signing process.

10.9. **Estimated Quantities**: Region 10 ESC anticipates that a substantial number of participating members will enter into contracts resulting from this solicitation; however, Region 10 ESC makes no guarantee or commitment of any kind concerning quantities or usage of contracts resulting from this

solicitation. The annual volume for this contract is estimated to be over $75 million annually by year three (3) of the contract. This information is provided solely as an aid to contract vendors in preparing proposals only, and performance will be determined by other factors such as awarded supplier's competitiveness, and overall performance and support of the contract. The successful Vendor(s) discount and pricing schedule shall apply regardless of the volume of business under the contract.

10.10. **Multiple Awards**: Membership includes a large number of potential entities which may utilize this contract throughout the nation. To assure any ensuing contract(s) will allow Region 10 ESC to fulfill current and future needs, Region 10 ESC reserves the right to award contract(s) to multiple vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with Region 10 ESC.

10.11. **Non-Exclusive**: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience and benefit of participating Members. Region 10 ESC and participating Members reserve the right to obtain like goods and services from other sources.

11. AWARD PROCESS

11.1. **Award or rejection of proposals**: In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the most responsive and responsible Respondent(s) whose proposal(s) is/are determined to be the best value and most advantageous to Member, price and other factors considered. Region 10 ESC reserves the right to use a "Market Basket Survey" method, based on randomly selected criteria to determine the most responsible response. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document. Proposals that are materially non-responsive will be rejected and Region 10 ESC will provide notice of rejection to the Respondent.

11.2. **Evaluation Process**: In evaluating the responses the following predetermined criteria is considered:

- Products/Pricing (30 Points)
    - Coverage of products and services
    - Ability of offered products and services to meet the needs requested in the scope
    - Pricing for all available products and services, including warranties if applicable
    - Ability of Customers to verify that they received contract pricing
    - Payment methods
    - Other factors relevant to this section as submitted by the Respondent
- Performance Capability (25 Points)
    - Ability to deliver, design, and install products and services
    - History of meeting the delivery, installation, and maintenance timelines
    - Response to emergency orders and maintenance repair/requests
    - Ability to meet the warranty needs of members

- Return and restocking policy and applicable fees
- Customer service/problem resolution
- Contract implementation/Customer training
- Financial condition of vendor
- Capabilities related to ordering, returns, reporting, and overall website ease-of-use
- Training & Implementation
- Security protocols
- Integration with other platforms
- Other factors relevant to this section as submitted by the Respondent

- Qualification and Experience (25 Points)
  - Respondent reputation in the marketplace
  - Past relationship with Region 10 ESC and/or Region 10 ESC members
  - Experience and qualification of key employees
  - Past experience working with the public sector
  - Exhibited understanding of cooperative purchasing
  - Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors
  - Minimum of 5 public sector customer references relating to the products and services within this RFP
  - Certifications in the Industry
  - Company profile and capabilities
  - Other factors relevant to this section as submitted by the Respondent
- MWBE Status and/or Program Capabilities (10 Points)
  - MWBE status, subcontractor plan, and/or joint venture program
  - Good faith efforts to involve MWBE subcontractors in response
  - Demonstrated ongoing MWBE program
- Value Add (10 Points)
  - Marketing plan and capability
  - Location and number of salespersons who will work on this contract
  - Sales force training
  - Other factors relevant to this section as submitted by the Respondent

11.3. **Competitive Range**

- It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range are unacceptable and do not receive further award consideration.

11.4. **Evaluation Committee**

- A committee will review and evaluate all responses and make a recommendation for award of contract(s). The recommendation for contract awards will be based on the predetermined criteria factors outlined in this solicitation, where each factor is assigned a point value

based on its importance. Recommendation for award of a contract will be presented to the Region 10 ESC board of directors for final approval.

11.5. **Past Performance**

- A vendor's performance and actions under previously awarded contracts to schools, local, state, or federal agencies are relevant in determining whether or not the vendor is likely to provide quality goods and services to our members; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Respondent's businesslike concern for the interests of the customer.

12. TAXES

12.1. The Contractor will pay all sales, consumer, use and other similar taxes required by law for which an exemption does not exist. If the Contractor is required to pay sales tax on non-exempt material, equipment, services or other items purchased in connection with a Purchase Order, the Member will reimburse the Contractor for such tax, without mark-up, provided the Contractor submits the appropriate documentation.

13. PROTEST OF NON-AWARD

13.1. **Protest Procedure**: Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm Central Time. No protest shall lie for a claim that the selected Vendor is not a responsible Respondent. Protests shall be filed with Mr. Clint Pechacek at Region 10 ESC, 400 E Spring Valley Rd, Richardson, TX 75081. Protests shall follow Region 10 ESC complaint policy EF(LOCAL), a copy of which is available at https://pol.tasb.org/Policy/Code/374?filter=EF, and it must be on a form provided by Region 10 ESC, which will include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

14. NON-COLLUSION, EMPLOYMENT AND SERVICES

14.1. By signing the Offer and Acceptance form or other official contract form, the Respondent certifies that:

- It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer; and
- It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability and that it complies with all applicable federal, state, and local laws and executive orders regarding employment.

15. LIMITATION OF LIABILITY

15.1. **WAIVER**: BY SUBMITTING A PROPOSAL, OFFER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH EQUALIS GROUP AND REGION 10 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, ADMINISTRATORS OR AGENTS AND THE MEMBERS 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 A CONTRACT, IF ANY.

15.2. NEITHER REGION 10 ESC NOR EQUALIS GROUP SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY RESPONDENTS OR THE SELECTED VENDOR IN CONNECTION WITH RESPONDING TO THE RFP, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF A CONTRACT, OR ANY OTHER EXPENSES INCURRED BY A RESPONDENT. THE RESPONDENT OR SELECTED VENDOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 10 ESC OR EQUALIS GROUP.

REQUEST FOR PROPOSAL #R10-1132 FOR: HVAC INSTALLERS & ENERGY MANAGEMENT SERVICES

January 28, 2022

Section Two:

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Proposal Form Checklist

The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 1 is a separate attachment (attachment B).

PROPOSAL PRICING: Attachment B is provided separately in a Microsoft Excel file and is required to complete your price proposal.

- ☐ **PROPOSAL FORM 1: ATTACHMENT B - PRICING**

QUESTIONNAIRE & EVALUATION CRITERIA:

- ☐ **PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA**

OTHER REQUIRED PROPOSAL FORMS:

- ☐ **PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES**
- ☐ **PROPOSAL FORM 4: CLEAN AIR AND WATER ACT**
- ☐ **PROPOSAL FORM 5: DEBARMENT NOTICE**
- ☐ **PROPOSAL FORM 6: LOBBYING CERTIFICATION**
- ☐ **PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS**
- ☐ **PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS**
- ☐ **PROPOSAL FROM 9: IMPLEMENTATION OF HOUSE BILL 1295**
- ☐ **PROPOSAL FROM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION**
- ☐ **PROPOSAL FORM 11: RESIDENT CERTIFICATION**
- ☐ **PROPOSAL FORM 12: FEDERAL FUNDS CERIFICATION FORM**
- ☐ **PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS**
- ☐ **PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)**
- ☐ **PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT**
- ☐ **PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)**
- ☐ **PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**
- ☐ **PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION**
- ☐ **PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM**
- ☐ **PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT**
- ☐ **PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE**
- ☐ **PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM**

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PROPOSAL FORM 1: ATTACHMENT B – PRICING

Pricing should be entered in the attachment B Excel form provided in this RFP packet. Please reference Section 1, Part B, Instructions to Proposers, for more information on how to complete pricing.

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PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

Instructions:
Respondents should incorporate their questionnaire responses directly into the green cells below. Failure to provide responses in this format may result in the proposal being deemed as non-responsive at the sole discretion of Region 10.

Respondents may incorporate additional documents as part of their response which may be utilized by Region 10 as part of the evaluation. Additional documents must be consolidated as part of this Section 2 at the end of your response.

Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent's proposal.

Evaluation Criteria	Question	Answer
Basic Information		
Required information for notification of RFP results	*What is your company's official registered name?*	Click or tap here to enter text.
	What is the mailing address of your company's headquarters?	Click or tap here to enter text.
	Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.	Click or tap here to enter text.
Products/Pricing (30 Points)		
Coverage of products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Ability of offered products and services to meet the needs requested in the scope	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Pricing for all available products and services, including warranties if applicable	*Does the respondent agree to offer all future product and services at prices that are proportionate to contract pricing offered herein?*	Click or tap here to enter text.
	Does pricing submitted include the required administrative fee?	Click or tap here to enter text.
	Do you offer any other promotions or incentives for customers? If yes, please describe.	Click or tap here to enter text.

Ability of Customers to verify that they received contract pricing	*Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?*	Click or tap here to enter text.
	Outline your pricing strategy provided in Attachment B. If utilizing a list price, please indicate where agencies can find the list and your methodology for determining that list price.	Click or tap here to enter text.
Payment methods	*Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments*	Click or tap here to enter text.
Other factors relevant to this section as submitted by the Respondent	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Performance Capability (25 Points)		
Ability to deliver, design, and install products and services	*Please outline your products and services being offered, including the features and benefits and how they address the scope being requested herein. Please be specific; your answer to this question, along with products/services provided in your pricing file will be used to evaluate your offering.*	Click or tap here to enter text.
	Please outline any other services you provide, such as energy management, design, equipment rentals, financial services, etc.	Click or tap here to enter text.
	States Covered - Respondent must indicate any and all states or geographies where products and services are being offered. If your services are limited to a certain area, please be specific on the area your services are provided.	Click or tap here to enter text.
	List the number and location of offices, or service centers for all states being proposed in solicitation	Click or tap here to enter text.
History of meeting the delivery, installation, and maintenance timelines	*Outline the typical installation and startup process, anticipated timelines and any ongoing maintenance that may be required.*	Click or tap here to enter text.
Response to emergency orders and maintenance repair/requests	*Describe the type of emergency orders or requests your organization typically receives and how you respond to those requests*	Click or tap here to enter text.
	Indicate your company's ability to provide temporary heating and cooling when needed	Click or tap here to enter text.
Ability to meet the warranty needs of members	*Describe the warranty, including equipment, parts, labor, software, hardware and any other*	Click or tap here to enter text.

	service or equipment that would require a warranty. Include how you support the warranty.	
Customer service/problem resolution	*Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).*	Click or tap here to enter text.
Financial condition of vendor	*Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed refence letters*	Click or tap here to enter text.
	What was your annual sales volume over last three (3) years?	Click or tap here to enter text.
Capabilities related to ordering, estimation, reporting, and overall website ease-of-use	*Provide relevant information regarding your ordering/estimation process, reporting process, and quality control procedures.*	Click or tap here to enter text.
Training & Implementation	*Describe training or support you provide to help agencies understand how to utilize the spaces and technology equipment being installed.*	Click or tap here to enter text.
Security protocols	*Describe security protocols in place, including cybersecurity and the safe transmission of data*	Click or tap here to enter text.
Integration with other platforms	*Describe any integrations your organization can provide with other platforms or systems.*	Click or tap here to enter text.
Other factors relevant to this section as submitted by the Respondent	*Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency*	Click or tap here to enter text.
	Provide your safety record, safety rating, EMR and worker's compensation rate where available.	Click or tap here to enter text.
Qualification and Experience (25 Points)		
Respondent reputation in the marketplace	*Provide a link to your company's website*	Click or tap here to enter text.
	Please provide a brief history of your company, including the year it was established.	Click or tap here to enter text.
Past relationship with Region 10 ESC and/or Region 10 ESC members	*Have you worked with Region 10 in the past? If so, what was the timeframe for that work?*	Click or tap here to enter text.
Experience and qualification of key employees	*Please provide contact information and resumes for the person(s) who will be*	Click or tap here to enter text.

	responsible for the following areas. Region 10 requests contacts to cover the following: ** Executive Support* ** Account Manager* ** Contract Manager* ** Marketing* ** Billing, reporting & Accounts Payable*	
Past experience working with the public sector	*What are your overall public sector sales, excluding Federal Government, for last three (3) years?*	Click or tap here to enter text.
	What is your strategy to increase market share in the public sector?	Click or tap here to enter text.
Past experience in JOC estimation	*What is your past experience working with JOC estimation, if any?*	Click or tap here to enter text.
Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors	*Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.*	Click or tap here to enter text.
Minimum of 5 public sector customer references relating to the products and services within this RFP	*Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact name & title; city & state; phone number; years serviced; description of services; and annual volume*	Click or tap here to enter text.
Certifications in the Industry	*Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable*	Click or tap here to enter text.
Company profile and capabilities	*What best describes your position in the distribution channel? (Manufacturer, Authorized Distributor, Value-Add Reseller, Other*	Click or tap here to enter text.

Other factors relevant to this section as submitted by the Respondent	*If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.*	Click or tap here to enter text.
	Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services. These will be provided in the space provided in Form 6. No answer is required here.	
MWBE Status and/or Program Capabilities (10 Points)		
MWBE status, subcontractor plan, and/or joint venture program	*Please indicate whether you hold any diversity certifications, including, but not limited to MWBE, SBE, DBE, DVBE, HUB, or HUBZone*	Click or tap here to enter text.
	Do you currently have a diversity program in place, such as a Mentor Protégé Program or subcontractor program? If you have a diversity program, please describe it and indicate whether you plan to offer your program or partnership through Equalis Group?	Click or tap here to enter text.
	Please attach any certifications you have as part of your response to Form 6.	
Good faith efforts to involve MWBE subcontractors in response	*Did your company contact MWBEs or minority chambers of commerce by telephone, written correspondence, or trade associations at least one week before the due date of this RFP to provide information relevant to this opportunity and to determine whether any MWBEs were interested in subcontracting and/or joint ventures?*	Click or tap here to enter text.
Demonstrated ongoing MWBE program	*Outline your subcontractor strategy and efforts your organization takes to include MWBE subcontractors in future work, including but not limited to efforts to reach out to individual MWBE businesses, minority chambers of commerce, and other minority business and trade associations.*	Click or tap here to enter text.
Commitment to Service Equalis Group Members (10 Points)		
Marketing plan, capability, and commitment	*Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization's current go-to-market strategy in the public sector.*	Click or tap here to enter text.
	Detail how your organization will train your sales force and customer service representatives on this contract to ensure that	Click or tap here to enter text.

	they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.	
	Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions	Click or tap here to enter text.
Ability to manage a cooperative contract	*Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.*	Click or tap here to enter text.
	Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:	Click or tap here to enter text.
Commitment to supporting agencies to utilize the contract	*If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.*	Click or tap here to enter text.
Other factors relevant to this section as submitted by the Respondent	*Provide the number of sales representatives which will work on this contract and where the sales representatives are located.*	Click or tap here to enter text.

PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

PROPOSAL FORM 4: CLEAN AIR WATER ACT

I, the Vendor, am in compliance with all applicable standards, orders or regulations 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 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: _____

Title of Authorized Representative: _____

Mailing Address: _____

Signature: _____

PROPOSAL FORM 5: DEBARMENT NOTICE

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, “Debarment and Suspension”, as described in the Federal Register and Rules and Regulations.

Potential Vendor: _____

Title of Authorized Representative: _____

Mailing Address: _____

Signature: _____

PROPOSAL FORM 6: LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. 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 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/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid 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 or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

_____

Signature of Respondent

_____

Date

PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

_____ _____

Signature of Respondent Date

PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this proposal, neither I nor any representative of the Company 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 Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal 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.

VENDOR _____

ADDRESS _____

_____

_____

PHONE _____

FAX _____

RESPONDANT

_____
Signature

_____
Printed Name

_____
Position with Company

AUTHORIZING OFFICIAL

_____
Signature

_____
Printed Name

_____
Position with Company

PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):
In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:
Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION

BOYCOTT CERTIFICATION

Respondents must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. “Boycott” means 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 specifically 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.

Does vendor agree? _____

(Initials of Authorized Representative)

TERRORIST STATE CERTIFICATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

Does vendor agree? _____

(Initials of Authorized Representative)

PROPOSAL FORM 11: RESIDENT CERTIFICATION

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
Texas or Non-Texas Resident

- ☐ I certify that my company is a **"resident Bidder"**
- ☐ I certify that my company qualifies as a **"nonresident Bidder"**

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

_____Company Name

Address

_____City

State Zip

PROPOSAL FORM 12: FEDERAL FUNDS CERIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

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 USC 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.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree? _____

(Initials of Authorized Representative)

2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best

interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree? _____

(Initials of Authorized Representative)

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to 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."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? _____

(Initials of Authorized Representative)

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 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, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 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.

Does vendor agree? _____

(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all participating agency contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is 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 USC 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.

Does vendor agree? _____

(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement:

If the participating agency's 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 or 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.

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? _____

(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? _____

(Initials of Authorized Representative)

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR 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.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? _____

(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors 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 USC 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. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree? _____

(Initials of Authorized Representative)

10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include 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; 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 agree? _____

(Initials of Authorized Representative)

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of $150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree? _____

(Initials of Authorized Representative)

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does vendor agree? _____

(Initials of Authorized Representative)

13. General Compliance and Cooperation with Participating Agencies:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree? _____

(Initials of Authorized Representative)

14. Applicability to Subcontractors

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree? _____

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

_____

Company Name

_____

Signature of Authorized Company Official

_____

Printed Name

_____

Title

_____

Date

PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

AZ Compliance with Federal and state requirements: Contractor agrees when working on any federally assisted projects with more than $2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.
When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ Compliance with workforce requirements: Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, …"every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program"
Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility: By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance: All federally assisted contracts to members that exceed $10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona): For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

_____

Signature of Respondent Date

PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: _____

Street: _____

City, State, Zip Code: _____

Complete as appropriate:

I _____ , certify that I am the sole owner of _____ , that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____ , a partner in _____ , do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I _____ , an authorized representative of _____ , a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	**Address**	**Interest**

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

_____ _____

Authorized Signature and Title ***Date***

PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT

Company Name:
Street:
City, State, Zip Code:

State of New Jersey

County of _____

I, _____ of the _____
Name City

in the County of _____, State of _____ of full age, being duly sworn according to law on my oath depose and say that:

I am the _____ of the firm of _____
Title Company Name

the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

_____ _____
Company Name *Authorized Signature & Title*

Subscribed and sworn before me

this _____ day of _____, 20____

_____
Notary Public of New Jersey
My commission expires , 20____

SEAL

PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: _____

Street: _____

City, State, Zip Code: _____

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval _____

OR

2. A photo copy of their Certificate of Employee Information Report _____

OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education _____

B. Approved Federal or New Jersey Plan – certificate enclosed _____

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

_____ _____

Authorized Signature and Title ***Date***

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color,

national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a) The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html They will be updated from time-to-time as necessary.
    b) A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d) The form may be used "as-is", subject to edits as described herein.
    e) The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

1. any State, county, or municipal committee of a political party
2. any legislative leadership committee*
3. any continuing political committee (a.k.a., political action committee)
4. any candidate committee of a candidate for, or holder of, an elective office:

1. of the public entity awarding the contract
2. of that county in which that public entity is located
3. of another public entity within that county
4. or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

5. individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
6. all principals, partners, officers, or directors of the business entity or their spouses
7. any subsidiaries directly or indirectly controlled by the business entity
8. IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker

of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

_____ _____ _____

Signature Printed Name Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

Continuation Page
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant To N.J.S.A. 19:44A-20.26
Page ___ of _____

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26
County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership
☐ Sole Proprietorship
☐ Limited Partnership
☐ Limited Liability Partnership
☐ Corporation
☐ Limited Liability Corporation
☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Subscribed and sworn before me this ___ day of _____, 2 __. (Notary Public) My Commission expires:	_____ (Affiant) _____ (Print name & title of affiant) (Corporate Seal)

PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☐ We take no exceptions/deviations to the general terms and conditions

(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(*Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.*)

PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT

Requirements for Master Agreement To be administered by Equalis Group

Attachment A, Equalis Group Administrative Agreement is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response**.

- ☐ Respondent agrees to all terms and conditions outlined in each of the Administration Agreement.
- ☐ Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Administration Agreement. Negotiations will commence after sealed Proposals are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE

OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:

☐ We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(*Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)*

☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

_____ _____

Date *Authorized Signature & Title*

PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Company name _____

Address _____

City/State/Zip _____

Telephone No. _____

Fax No. _____

Email address _____

Printed name _____

Position with company _____

Authorized signature _____

Term of contract **March 1, 2022** **to** **February 28, 2025**

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

_____ _____

Region 10 ESC Authorized Agent Date

_____

Print Name

Equalis Group Contract Number _____



Did you sign the vendor contract and signature form? **If not, your Proposal will be rejected.**

Region 10 will negotiate any exceptions and both parties will agree upon which exceptions will be accepted or altered before the Region 10 board votes to accept or reject the proposals.

REQUEST FOR PROPOSAL #R10-1132 FOR: HVAC INSTALLERS & ENERGY MANAGEMENT SERVICES

January 28, 2022

Section Three:

Part A – Vendor Contract and Signature Form

Attachment A – Equalis Group Administrative Agreement

Attachment C – State Notices

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SECTION THREE: PART A – VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS

VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of May 1, 2022, by and between _____ ("Vendor") and Region 10 Education Service Center ("Region 10 ESC") for the purchase of (enter category here) ("the products and services").

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at ***Education Service Center, Region 10, 400 E Spring Valley Rd, Richardson, TX 75081***

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a Member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

1. ARTICLE 1 – GENERAL TERMS AND CONDITIONS

1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor's obligation to provide insurance and other indemnifications to Lead Public Agency.

1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.

1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

1.4 **Customer Support**: The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

2. ARTICLE 2 – ANTICIPATED TERM OF AGREEMENT

2.1 **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for two (2) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

2.2 **Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

3. ARTICLE 3 – REPRESENTATIONS AND COVENANTS

3.1 **Scope**: This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members.

3.2 **Compliance**: Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.

3.3 **Respondent's promise**: Respondent agrees all prices, terms, warranties, and benefits granted by Respondent to Members through this contract are comparable to or better than the equivalent terms offered by Respondent to any present customer meeting the same qualifications or requirements.

4. ARTICLE 4 – FORMATION OF CONTRACT

4.1 **Respondent contract documents**: Region 10 ESC will review proposed Respondent contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.

4.2 **Form of contract**: The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible Respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a firm submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

4.3 **Entire Agreement (Parol evidence)**: The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

4.4 **Assignment of Contract**: No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect Members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).

4.5 **Contract Alterations**: No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a "wet signature" by a Region 10 ESC staff member.

4.6 **Order of precedence**: In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.7 **Supplemental Agreements**: The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, Members and employees shall be made party to any claim for breach of such agreement.

5. ARTICLE 5 – TERMINATION OF CONTRACT

5.1 **Cancellation for non-performance or contractor deficiency:** Region 10 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 10 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

i. Providing material that does not meet the specifications of the contract;
ii. Providing work and/or material that was not awarded under the contract;
iii. Failing to adequately perform the services set forth in the scope of work and specifications;
i**v.** Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
vi. Performing work or providing services under the contract prior to receiving a Region 10 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

5.2 **Termination for cause**: If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **Delivery/Service failures**: Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or

corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.4 **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 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, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

5.5 **Standard Cancellation**: Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

6. ARTICLE 6 – LICENSES

6.1 **Duty to keep current license:** 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 services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

6.2 **Suspension or Debarment**: Respondent shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Respondent or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.

6.3 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating Member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

7. ARTICLE 7 – DELIVERY PROVISIONS

7.1 **Delivery**: Vendor shall deliver said materials purchased on this contract to the participating Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within the time specified by the Purchase Order the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.

7.4 **Shipping Instructions:** Unless otherwise specified, each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, stating Vendor's name, purchase order number, quantity contained therein, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 am – 4:00 pm. Deliveries at any other time (including Saturdays, Sundays and holidays) will not be accepted unless arrangements have been made in advance with the receiver at the delivery point. Vendor understands that it is their responsibility to ensure compliance with the delivery instructions outlined in this agreement.

7.5 **Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.

7.6 **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating Member. The prime contractor will negotiate with the participating agency for the recovery of damages related to expenses incurred by the vendor for a delay for which the Member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

8. ARTICLE 8 – BILLING AND REPORTING

8.1 **Payments**: The participating entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

8.2 **Tax Exempt Status**: Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

9. ARTICLE 9 – PRICING

9.1 **Market competitive guarantee**: Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.

9.2 **Price increase**: Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Lead Agency and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

9.3 **Additional Charges**: All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 10 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 10 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 10 ESC any published price reduction during the contract period.

9.5 **Prevailing Wage**: It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in the Equalis Group Administration Agreement. All pricing submitted to Region 10 shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.

9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

10. ARTICLE 10 – PRICING AUDIT

10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Equalis Group.

11. ARTICLE 11 – PROPOSER PRODUCT LINE REQUIREMENTS

11.1 **Current products**: Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

11.2 **Discontinued products**: If a product or model is discontinued by the manufacturer, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

11.3 **New products/Services**: New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.

11.4 **Options**: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

11.5 **Product line**: Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.

11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

11.7 **Buy American requirement:** Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

12. ARTICLE 12 – SITE REQUIREMENTS

12.1 **Cleanup**: Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.

12.2 **Site Preparation**: Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.

12.3 **Registered sex offender restrictions**: For work to be performed at schools, Vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating 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. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.

12.4 **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 its 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.

12.5 **Smoking/Tobacco**: Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.

12.6 **Stored materials**: Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

12.7 **Maintenance Facilities and Support**: It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating Member, Respondent must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

13. ARTICLE 13 – MISCELLANEOUS

13.1 **Funding Out Clause**: Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract in the subsequent fiscal year."

13.2 **Disclosures**: Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

13.2.1 Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in Equalis Group.

13.2.2 Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was submitted 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 contract.

13.3 **Indemnity**: Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating Members shall be in the jurisdiction of the participating agency.

13.4 **Franchise Tax**: Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.

13.5 **Marketing**: Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.

13.6 **Insurance**: Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating Member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than $1,000,000.00 per occurrence. The insurance form will be an "all risk" type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.

13.6.1 Certificates of insurance shall be delivered to the Member prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.

13.6.2 Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker's compensation insurance which waives all subrogation rights against the prime contractor and Member.

13.7 **Subcontracts/Sub Contractors**: If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from Region 10 ESC. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.

13.7.1 No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use

complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.

13.7.2 Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating Member's release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.

13.8 **Legal Obligations**: It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

13.9 **Boycott Certification:** Respondents hereby certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means 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 specifically 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.

13.10 **Venue:** All parties agree that venue for any litigation arising from this contract shall lie in Richardson, Dallas County, Texas, and that the laws of the State of Texas shall govern the rights of the parties and the validity and interpretation of any purchase order, contract, or service agreement that shall arise from and include this proposal request.

[Signatures follow on Signature Form]

14. CONTRACT SIGNATURE FORM

Please note: A copy of the Contract Signature Form has been provided in Section 2; Proposal Submission and Required Forms

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

VENDORS MUST SUBMIT THIS FORM AS PROVIDED IN SECTION 2 COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Prices are guaranteed: **120 days**

Company name _____

Address _____

City/State/Zip _____

Telephone No. _____

Fax No. _____

Email address _____

Printed name _____

Position with company _____

Authorized signature _____

Term of contract _____ **to** _____

Unless otherwise stated, all contracts are for a period of two (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

_____ _____

Region 10 ESC Authorized Agent Date

_____

Print Name

Equalis Group Contract Number _____

ATTACHMENT A – EQUALIS GROUP ADMINISTRATIVE AGREEMENT

NOTE: This agreement is provided as a model agreement which winning supplier will enter into upon award with Equalis Group. Respondents are asked not to respond with redlines for this model contract. Respondent should complete the Equalis Group Administration Agreement Declaration form found in section two of the Proposal Submission and Required Forms document. In this form, the respondent will need to indicate acceptance of these terms, or if they wish to negotiate.

THIS ADMINISTRATION AGREEMENT (this "**Agreement**"), effective as of Month Day, Year (the "**Effective Date**"), is entered into by and between Winning Supplier, ("**Winning Supplier**") and Equalis Group LLC, a Delaware limited liability company with its principal place of business at 5550 Granite Parkway, Suite 298, Plano, Texas 75024 ("**Equalis**"). Throughout this Agreement, Winning Supplier and Equalis are referred to interchangeably as in the singular "**Party**" or in the plural "**Parties**."

SECTION 1. RECITALS

A. Education Service Center, Region 10 ("**Region 10**") serves as a lead public agency (a "**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national cooperative purchasing organization, by publicly procuring master group purchasing agreements for products and services to be made available to Equalis Group members ("**Equalis Group Member**" or "**Member**").

B. Region 10 issued request for proposal ("**RFP**") #Number on behalf of Region 10 and Equalis Group Members for definition of products and services solicited in the RFP ("**Products & Services**") and awarded a contract to Winning Supplier.

C. Region 10 and Winning Supplier entered into that certain master group purchasing agreement (the "**Master Agreement**") #contract number effective as of Month Day, Year to provide Products & Services to Equalis Group Members.

D. The Master Agreement and this Agreement, together with all attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties.

E. Equalis Group serves as the contract administrator of the Master Agreement on behalf of Region 10.

F. Equalis actively promotes Master Agreements to current and prospective Equalis Group Members (collectively "**Prospective Participants**") through a range of marketing, prospecting, and sales strategies, including, but not limited to, marketing and sales collateral development, direct mail, web marketing, electronic communications, attendance at events, Winning Supplier sales representative training, and Winning Supplier field sales support (collectively, "**Equalis Services**") as more fully defined in **Appendix B**.

G. Any Prospective Participant who purchases Products & Services from Winning Supplier subject to the Master Agreement shall be considered a "**Program Participant**".

H. Winning Supplier desires to promote and expand its operations and increase the sales of its Products & Services to public sector, private sector, and non-profit organizations through Equalis Group.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

SECTION 2. BUSINESS TERMS

Defined Terms. Any capitalized terms contained herein not defined in this Agreement shall have the same meaning as defined in the Master Agreement.

Appendices. The appendices attached hereto are made a part of this Agreement (if one, an "**Appendix**" or more, "**Appendices**").

Appendix A defines Winning Supplier's reporting requirements.

Appendix B sets forth the roles and responsibilities of the Parties.

Appendix C defines the financial terms between the Parties.

Terms in Appendices. In all cases where the terms of this Agreement and any Appendices disagree, the terms in the Appendix shall control.

Publicity & Joint Marketing.

Publicity. A Party may only issue press releases or other public announcements with respect to this Agreement with the prior, written consent of the other Party.

Joint Marketing / Logo & Name Use. Winning Supplier authorizes Equalis to use Winning Supplier's trademarks, names, and logos as provided by Winning Supplier to Equalis. Equalis authorizes Winning Supplier to use Equalis' trademarks, names, and logos as provided by Equalis to Winning Supplier. Each Party's use of the other Party's trademarks, names, and logos will be limited to standard communication, including correspondence, newsletters, and website material, and joint marketing efforts, including, but not limited to, utilizing the same on correspondence, collateral, agreements, websites, newsletters, or other marketing materials promoting the Products & Services pursuant to the Master Agreement and this Agreement. Notwithstanding the foregoing, the Parties understand and agree that except as provided herein, neither Party shall have any right, title, or interest in the other Party's trademarks, names, and logos. Upon termination of this Agreement, each Party shall immediately cease use of the other Party's trademarks, names, and logos.

SECTION 3. TERMS & CONDITIONS

Contract Administration. Equalis Group shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Region 10, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by Equalis Group solely in its capacity as the contract administrator under the Master Agreement.

Express Limitation of Equalis Liability. With respect to any purchases of Products & Services by Region 10 or any Program Participant pursuant to the Master Agreement, Equalis shall not be: (i) construed as a dealer, re-marketer, representative, partner, or agent of any type of the Winning Supplier, Region 10, or any Program Participant; (ii) obligated by, liable for, or in any way responsible for any order of Products & Services made by Region 10 or any Program Participant or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Products & Services; and (iii) obligated by, liable for, or in any way responsible for any failure by Region 10 or any Program Participant to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase Products & Services under the Master Agreement. Equalis makes no representation or guaranty with respect to any minimum purchases by Region 10 or any Program Participant, whether individually or collectively, or any employee thereof under this Agreement or the Master Agreement. The terms of this section shall survive the termination of this Agreement.

Indemnification. Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Lead Agency by or from Supplier under the Lead Agency Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

Term & Termination. The Term of this Agreement is the same as the Term of the Region 10 Master Agreement. This Agreement shall be terminated, if and when the Master Agreement is terminated. Upon termination of the Master Agreement for any reason, Winning Supplier shall continue making Administrative Fee and other payments, as set forth in **Appendix C**, to Equalis that are generated by individual Program Participant's purchase of Products & Services for a period of either i) one (1) year from the date of termination, or ii) through the then current expiration date of the Master Agreement, whichever is shorter, to the extent that Winning Supplier continues to generate revenue from each Program Participant's purchase of Products & Services following the termination of the Master Agreement.

Audit of Winning Supplier. Equalis, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants and payment of Administrative Fees to Equalis, pursuant to the Master Agreement and this Administration Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations.

Notices. All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder ("**Notice**") must be in writing and will be deemed given to the addresses set forth herein (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. The Parties agree that day-to-day business communications, including notification of a change of address or revisions to any Appendix, may be made via electronic communication, including email.

Addresses for Notices. This section may be modified at any time by either Party providing the other Party with written Notice, including via email, of a change of address or addition or deletion to the individuals who will be copied on all Notices.

If to **Winning Supplier:**

Name / Title: _____

Street Address: _____

City/St/Zip: _____

If to **Equalis:**

Equalis Group LLC

Attn: Eric Merkle, SVP

5550 Granite Parkway, Suite 298

Plano, Texas 75024

Waiver and Modification. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived,

except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

Governing Law; Invalidity. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Texas without regard to rules of conflict of laws. If any provision of this Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by either Party pursuant to this Agreement shall be brought in a court of competent jurisdiction located in Richardson, Dallas County, Texas. In the event either Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to reasonable attorney's fees and costs from the non-prevailing Party in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.

Assignment. This Agreement and the rights and obligations hereunder may not be assignable by either Party hereto without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that either Party may assign its respective rights and obligations under this Agreement without the consent of the other Party in the event either Party shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Agreement may be extended to additional entities affiliated with either Party upon the agreement of the other Party. No such extension will relieve the extending Party of its rights and obligations under this Agreement.

No Third-Party Beneficiaries; Survival of Representations. This Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Agreement, in whole or in part.

Entire Agreement. The Region 10 Master Agreement and this Agreement, together with all attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Agreement, and any ambiguity may not be construed for or against any Party.

Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original. For purposes of this Agreement, a facsimile, scanned, or electronic signature will be deemed an original signature.

Titles, Headings & Recitals. The Preamble to this Agreement is hereby incorporated herein and made part of this Agreement. The Recitals stated within this Agreement are deemed to be a part of this Agreement. The titles and headings of the sections and paragraphs of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

(Signature page to follow)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

WINNING SUPPLIER

By: _____

Name: _____

Title: _____

Date: _____

EQUALIS GROUP, LLC

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX A: WINNING SUPPLIER REPORTING REQUIREMENTS

This Appendix may be modified at any time with the mutual written consent of the Parties, including via email. Winning Supplier shall electronically provide Equalis with a detailed line-item monthly report showing the dollar volume of all member Products & Services sales under the contract for the previous month. Reports shall be sent via e-mail to Equalis offices at Reporting@EqualisGroup.org. Reports are due on the **fifteenth (15th)** day after the end of the previous month. It is the responsibility of Winning Supplier to collect and compile all sales under the Master Agreement from Program Participants and submit one (1) monthly report. Fields below marked as *required indicate a required field. All other fields are preferred, but not required:

Member Data	Equalis Member ID
	Vendor Customer Number *required (or Equalis Member ID)
	Customer Name *required
	Customer Street Address *required
	Customer City *required
	Customer Zip Code *required
	Customer State *required
Distributor	Distributor Name
	Distributor ID
	Distributor Street Address
	Distributor City
	Distributor Zip Code

	Distributor State
Product Data	Product Category level 1
	Product Category level 2 *(Where available or applicable)*
	Product Category level 3 *(Where available or applicable)*
	Distributor Product Number
	Manufacturer Product Number
	Product Description
	Product Brand Name
	Product packaging Unit of Measure, multiple levels if necessary
Spend Data	Purchase Unit of Measure
	Purchase Quantity
	Distributor Landed Cost Total $ (without deviations)
	Distributor Landed Cost Total $ (with mfr deviations)
	Customer Purchase Total $ *required
	Admin Fee % *required
	Admin Fee $ *required

APPENDIX B: ROLES & RESPONSIBILITIES

This Appendix defines the roles and responsibilities of Equalis and Winning Supplier under this Agreement. This Appendix may be modified at any time with the mutual written consent of the Parties, including via email.

1. Equalis Services.

1.1. Winning Supplier Sales Representative Training. Equalis will develop, as appropriate and subject to Winning Supplier approval, various sales training materials, sales tools, and marketing collateral to promote the Master Agreement and Winning Supplier's Products & Services. Equalis, as appropriate, will i) conduct periodic sales trainings with Winning Supplier sales representatives assigned to sell Products & Services, ii) provide sales representatives with marketing collateral and sales tools to utilize with sales prospects, with particular focus on the procurement process that led to the establishment of the Master Agreement, the legal ability for sales prospects in any state to purchase Products & Services through the Master Agreement without having to conduct their own bid or RFP process, and the key differentiators in the design of this program with Winning Supplier, and iii) attend at least one Winning Supplier company-wide sales and/or leadership meeting per year.

1.2. Sales Support. Equalis will engage in Winning Supplier sales efforts as agreed by the Parties through participating in i) individual sales calls, ii) joint sales calls, iii) communications and customer service, iv) discussions and communication with sales prospects during the sales process to address questions relating to the procurement process, legal authority to purchase through the Master Agreement, and program design, v) trainings for Equalis Members' teams, vi) regular busines reviews to monitor Program success, and vii) general contract administration.

1.3. Marketing. Equalis will incorporate information about the Products & Services into Equalis Group's website and general collateral materials. Equalis and Winning Supplier will jointly develop and approve marketing materials to promote Products & Services, such as website content, brochures and collateral, talking points, press releases, and correspondence. Equalis will market the Products & Services to Prospective Participants as part of Equalis' ongoing marketing activities through Equalis Group; these marketing efforts may consist of a combination of i) general marketing of all of Equalis Group's master group purchasing agreements, including the Master Agreement and Winning Supplier's Products & Services, ii) marketing of Winning Supplier's Products & Services specifically and/or as part of a package of selected master group purchasing agreements to targeted Prospective Participants, and iii) attending trade shows, conferences, and meetings.

2. Winning Supplier Roles & Responsibilities.

As a condition to Winning Supplier entering into the Master Agreement, which is available to all Public Sector Entities, Winning Supplier must make certain representations, warranties, and covenants to Equalis designed to ensure the success of the Master Agreement for all Prospective Participants, sales prospects, and Winning Supplier.

2.1. Equalis Group Membership Agreement. Winning Supplier will make available the Equalis Group Master Intergovernmental Cooperative Purchasing Agreement (whether in hard copy, electronically, or via www.EqualisGroup.org) and request any Prospective Participants subject to the Master Agreement who have not already joined Equalis Group to join Equalis Group in conjunction with executing Winning Supplier's Customer Agreements and/or beginning to purchase Products & Services from Winning Supplier to ensure that Winning Supplier and each Program Participant are in full compliance with applicable state procurement statutes.

2.2. **Corporate Commitment**. Winning Supplier commits that i) the Master Agreement has received all necessary corporate authorizations and support of Winning Supplier's executive management, ii) the Master Agreement will be promoted to Public Sector Entities, and iii) Winning Supplier will identify an executive corporate sponsor and a separate national account manager that will be responsible for the overall management of the Master Agreement and this Agreement.

2.3. **Sales Commitment**. Winning Supplier commits to market the Master Agreement as a market strategy in the public sector and that its sales force will be trained, engaged, and committed to offering the Master Agreement to Public Sector Entities through Equalis Group in the geographies defined in the Master Agreement. Winning Supplier commits that all sales under the Master Agreement will be accurately and timely reported to Equalis. Winning Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Program Participants under the Master Agreement in a consistent or better manner compared to sales to Public Sector Entities if Winning Supplier were not awarded the Master Agreement. Supplier will make available to interested Prospective Participants such price lists or quotes as may be necessary for such Prospective Participants to evaluate potential purchases of Products & Services under the Master Agreement.

2.4. **Marketing Commitment**. Winning Supplier commits to work with Equalis to develop a sales and marketing plan ("**Plan**") within the first ninety (90) days of the Master Agreement Effective Date. The Plan may include, but is not limited to, the following:

2.4.1. Issuing co-branded press release

2.4.2. Publishing Master Agreement details and contact information on both Equalis Group and Winning Supplier's websites

2.4.3. Scheduling and holding training on the Master Agreement for the sales teams of both Equalis Group and Winning Supplier

2.4.4. Jointly participating in national and regional conferences

2.4.5. Jointly attending national and regional Equalis Group Member networking events

2.4.6. Designing, publishing, and distributing co-branded marketing materials

2.4.7. Engaging in ongoing marketing and promotion of the Master Agreement for the entire Term of the Master Agreement (e.g., developing and presenting case studies, collateral pieces, and presentations)

APPENDIX C: FINANCIAL TERMS

This Appendix may be modified at any time with the mutual written consent of the Parties.

1. Administrative Fee.

On or before the fifteenth (15th) of each month, Winning Supplier shall remit to Equalis an administrative fee payment (the "**Administrative Fee**") of written number percent (number%) of the total Winning Supplier revenue (the "**Equalis Group Spend**" or "**Spend**") invoiced to Program Participants during the prior calendar month. "Spend" shall mean the cumulative purchases of Products & Services by Program Participants under the Master Agreement net of taxes, shipping costs, returns, and credits. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one- and one-half percent (1.5%) per month or the maximum rate permitted by law until paid in full.

2. Case-by-Case Administrative Fee Adjustments.

The Parties understand and acknowledge that Wining Supplier may have to provide aggressive deviated pricing on a case-by-case basis to win certain opportunities with Prospective Participants when those opportunities represent a sufficiently large Spend and/or are highly competitive. In such situations, Winning Supplier may request Equalis accept a reduced Administrative Fee. The Parties agree to evaluate each such situation as it arises and utilize best efforts to establish an adjusted Administrative Fee rate upon mutual written agreement (including via email) of the Parties.

3. Rebates or Other Payments.

Insert rebate or other payment language as agreed.

ATTACHMENT C: STATE NOTICE

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with Equalis Group and access the Vendor Contract award made pursuant to this solicitation, and hereby given notice of the foregoing Request for Proposal for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states/districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and https://www.usa.gov/local-governments.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR

CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT

ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT

PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR

HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

BANKS FIRE DISTRICT, OR
BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION DISTRICT
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
EUGENE WATER AND ELECTRIC BOARD
HONOLULU INTERNATIONAL AIRPORT
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA

LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION
MELHEUR COUNTY JAIL, OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NORTHEAST OREGON HOUSING AUTHORITY, OR
PORT OF BRANDON, OR
PORT OF MORGAN CITY, LA
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION
ROGUE VALLEY SEWER, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM MASS TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SOUTH LAFOURCHE LEVEE DISTRICT, LA
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY WATER DISTRICT
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY

MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA), UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT

NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE

SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

Exhibit B.2
Award Letter

Region 10 ESC
Experience the Power of 1©

April 25, 2022

B2B Direct Sales, Inc. dba The HVAC Company
James Hoover, President
3120 W Carefree Hwy, Ste 1817
Phoenix, AZ 85086

Re: RFP # R10-1132 HVAC Installers & Energy Management Services

Dear Mr. Hoover:

Congratulations! The Education Service Center Region 10 Board of Directors met on Wednesday, April 20, 2022 and awarded the RFP #R10-1132 HVAC Installers & Energy Management Services to B2B Direct Sales, Inc. dba The HVAC Company.

Your contract number will be R10-1132E. This contract will become effective on May 1, 2022 and will have an initial term of three (3) years with two (2) optional one year renewals.

Thank you for submitting your response. We look forward to working with you.

Regards,

Sue Hayes

Sue Hayes
Chief Financial Officer

Exhibit B.3
Contract Extension

Region 10 ESC
Experience the Power of 1©

December 3, 2024

B2B Direct Sales, Inc. dba The HVAC Company
James Hoover, President
3120 W Carefree Hwy, Ste 1817
Phoenix, AZ 85086

Re: Renewal of Contract R10-1132E

Dear Mr. Hoover:

Thank you for your partnership with Region 10 ESC. Per Section 2.1 of the General Terms and Conditions of your contract # R10-1132E, the contract is due for automatic renewal on May 1, 2025.

This letter is to inform you that it is Region 10 ESC's intent to renew the contract for two years on that date, bringing the final expiration date to April 30, 2027.

Please contact me if you have any questions or concerns.

Regards,

Clint Pechacek

Clint Pechacek
Purchasing Consultant

Exhibit B.4
Pricing

Attachment B: Pricing

The following table describes our pricing for the services products and services offered:

Product/Service	Discount Type	Discount
Mechanical Equipment, HVAC Equipment, Control, Equipment, Services	Discounts from North America List (NALP)	NALP Less 25%
Miscellaneous parts	Mark up over cost	+30%
Chillers (air-cooled and water cooled)	Discounts from North America List (NALP)	NALP Less 25%
Air Handling Equipment	Discounts from North America List (NALP)	NALP Less 25%
Controls Terminal Units (VAV & FCU)	Discounts from North America List (NALP)	NALP Less 25%
Unitary Equipment (1 -25 Ton)	Discounts from North America List (NALP)	NALP Less 25%
Large Commercial Equipment (25 Ton +)	Discounts from North America List (NALP)	NALP Less 25%
DDC-Controls	Discounts from North America List Price	NALP Less 25%
Evaporative Coolers	Discount from (NALP) List price	NALP Less 25%
Labor	Street Labor Rates: See Attached Labor Sheet	Published Street Rate less 10%
Preventative Service Agreements (PSA)	Pricing based off published rate	Less 5%
Value Added Items	Price based off published North America List Price	Less 10%
Projects with General Cost	All Related Services and Products	+30%

Labor Billing Rates

Effective Date – Upon Award

Classification	Hourly Rate
Helper	$75.00
HVAC Commercial A/C technician	$89.00
HVAC Light Commercial	$89.00
HVAC Helper	$75.00
HVAC Field Supervisor	$99.00
HVAC Refrigeration technician	$89.00
HVAC Duct installer	$89.00
HVAC Filter technician	$75.00
HVAC Building Automation technician	$99.00
Project Manager	$99.00
Project Administrator	$99.00
Refrigeration Technician	$89.00
Refrigeration Supervisor	$99.00
Sheet Metal Workers	$89.00
Miscellaneous Material Margins	30 %
JOC Labor Coefficient	0.98

Pricing Notes

- All labor rates are based upon standard hours.
- Overtime rates (afterhours, Saturday, Sunday): 1.5 x standard labor rates
- Overtime rates (Holidays): 2 x standard labor rates

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Emily Markel, Purchasing Manager

Co-Submitter: Keith Nutumya, Maintenance Manager CFHA CFHA

Co-Submitter: Sarah Darr

Date: 01/15/2026

Meeting Date: 01/20/2026

TITLE:

Consideration and Approval of Contract: Roofing Repair and Installation Services at Brannen Homes

STAFF RECOMMENDED ACTION:

1. Approve the purchase for roofing repairs and installation through a cooperative purchase contract 1GP contract number 21-06P-02 with Progressive Roofing in the amount of $628,347.00; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The Housing Authority is responsible for the management and operation of 127 public housing units in the Brannen Homes neighborhood, located off Lone Tree in west Flagstaff. The units are inspected regularly to ensure compliance with federal health and safety regulations. It has been determined that new roofs are necessary at this time to maintain suitable housing conditions. This contract is for roofing repairs and installation through a cooperative purchase contract with Progressive Roofing.

Funds for this purpose are budgeted through the Housing Authority Capital Fund allocation.

Financial Impact:

Project Name: 2026-126 Roofing Repair and Installation Services
Cost: $628,347.00
Account Number Budgeted: Housing Authority Capital Funds
FY Budgeted Amount: $621,000
Grant Funded: NA
Funding Source: Public Housing Capital Funds

Policy Impact:

There is no direct policy impact.

Previous Council Decision or Community Discussion:

There have been none.

Options and Alternatives to Recommended Action:

1. Approve the purchase for professional roofing services with Progressive Roofing in the amount of $628,347.00;
2. Do not approve the purchase;

3. Direct staff to re-evaluate the procurement and return with alternatives of new direction; or
4. Disapprove the purchase.

Background and History:
Maintenance and upkeep of public housing units is one of the basic responsibilities of the Housing Authority. This purchase will ensure public housing residents continue to live in safe and sanitary conditions.

Purchasing staff has reviewed and confirmed the 1GPA agency contract to be valid, current and within scope of work, to be utilized for the request for professional services to assist in the Brannen Homes roof repair and maintenance project.

Connection to PBB Priorities and Objectives:
Safe & Healthy Community
Livable Community

Connection to Regional Plan:
Goal NH.1. Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff region.
Goal NH.3. Make available a variety of housing types at different price points, to provide housing opportunity for all economic sectors.
Goal NH.4. All housing is safe and sanitary.

Connection to Carbon Neutrality Plan:
Housing for All
Create housing options for households at all income levels and family sizes occupied by local residents.
Connect people to equitable housing solutions.
Preserve affordable housing.

Connection to 10-Year Housing Plan:
Preserve 2: Expand efforts to preserve existing housing stock.

Connection to Division Specific Plan:
N/A

Attachments: Cooperative Agreement

COOPERATIVE PURCHASE CONTRACT
Contract No. 2026-126

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 Progressive Services, Inc. d/b/a Progressive Roofing, an Arizona C corporation ("Contractor").

RECITALS:

A. Contractor is a fully authorized vendor of Roofing Services;

B. The **National Purchasing Cooperative (1GPA)**, with Pinal County ESA/Mary C. O'Brien Accommodation District acting as the lead agency, conducted a competitive and open procurement process through **IFB 21-06P** that resulted in Contract No. **1GPA 21-06P** with Contractor ("Agency Contract"); and

C. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

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

1. Materials and/or Services Purchased: Contractor shall provide to the City the materials and/or services, as specified in the Scope of Work attached as *Exhibit A*, and in accordance with the Agency Contract. A general description of materials and/or services being purchased is:

ROOFING SERVICES – SHINGLE REPLACEMENT FOR 28 UNITS IN BRANNEN HOMES

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 *Exhibits B.1-B.4*, 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 related to price for materials and/or services.

4. Payment:

   4.1 Payment to Contractor for the materials and/or services not to exceed **six hundred twenty-eight thousand three hundred forty-seven dollars and zero cents ($628,347.00)**; 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 and Performance & Payment Bond Requirements:

   5.1 All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

   5.2 All performance & payment bond requirements of the Agency Contract shall apply, including any requirement to name the City under the bonds. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current a copy of the performance bond and payment bond 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 one (1) year with an option for one (1) six (6) month renewal period.

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:
Keith Nutumya
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
KNutumya@flagstaffaz.gov
(928) 213-2754

With a copy to:
Emily Markel
Purchasing Manager
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
EMarkel@flagstaffaz.gov

To Contractor:
Craig Oberg
Progressive Roofing
13195 Townsand-Winona Rd
Flagstaff, AZ 86004
Craig.Oberg@progressiveus.com
(520) 714-0688

With a copy to:
Luis Bernal
Progressive Roofing
13195 Townsand-Winona Rd
Flagstaff, AZ 86004
Luis.Bernal@progressiveus.com

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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.

PROGRESSIVE SERVICES, INC DBA PROGRESSIVE ROOFING:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

Notice to Proceed issued:_____, 20___

Last Updated October 15, 2025

EXHIBIT A - SCOPE OF WORK

PROGRESSIVE ROOFING

MEMBER NATIONAL ROOFING CONTRACTORS ASSOCIATIONS

1GPA LINE ITEM PRICING — **CONTRACT #21-06P-02**

CITY OF FLAGSTAFF
FLAGSTAFF, AZ

1/5/2025

SHINGLE REPLACEMENT FOR 28 HOUSES BRANNEN HOMES

SCOPE OF WORK:

(Main Roof) Remove and dispose of the (28) existing residential shingle roof system, install new shingles over ice and water shield over a plywood deck, new starter shingles, new hip/ridge shingles, valley shingles, (Canopy Roof) Remove and dispose of the (28) existing rolled roofing system, install a new self-adhered cap sheet over a base sheet nailed through the plywood deck, remove and dispose of the exsting fascia board, install new 2x6 facica board at all eaves and rake edges, paint new fascia board to match as close as posible in standard color, Install new residential style prefinished gutters and downspouts in standard color, provided snow and ice removal as needed.

	WORK DESCRIPTION	UNIT	BID AMOUNT	QTY	PROJECT AMOUNT
	SHINGLES				
3.45	DEMO SHINGLES	S/F	$ 1.25	36,400	$ 45,500.00
4.7	SELF-ADHERED UNDERLAYMENT	S/F	$ 2.75	36,400	$ 100,100.00
4.33	30 YEAR ARCHITECTURAL SHINGLES (HIGH WIND RATED)/LIMITED LIFETIME WARRANTY	S/F	$ 7.50	36,400	$ 273,000.00
3.127	METAL EDGE	L/F	$ 8.00	1,380	$ 11,040.00
	FASCIA BOARD 2X6	S/F	$ 10.00	3,008	$ 30,080.00
3.130	GUTTER	L/F	$ 19.00	305	$ 5,795.00
3.136	DOWNSPOUTS	L/F	$ 20.00	170	$ 3,400.00
	LABOR	HR	$ 95.00	75	$ 7,125.00
	FORKLIFT	DAY	$ 650.00	24	$ 15,600.00
	TOTAL SHINGLES				**$ 491,640.00**
	FLAT ROOFING				
3.49	DEMO MEMBRANE ROOFING	S/F	$ 1.50	8,000	$ 12,000.00
	1/4" DENS DECK	S/F	$ 2.50	8,000	$ 20,000.00
	BASE CAP (SELF-ADHERED) (MODIFIED 2 PLY)	S/F	$ 8.00	8,000	$ 64,000.00
	TOTAL FLAT ROOFING				**$ 96,000.00**
	GRAND TOTAL				**$ 587,640.00**
	TAX				**$ 32,950.00**
	BONDS	%	1.25%		**$ 7,757.00**
	TOTAL				**$ 628,347.00**

EXHIBITS B.1-B.4
AGENCY CONTRACT
(attached)

B.1 **Agency Contract No. 1GPA 21-06P** – National Purchasing Cooperative (1GPA) Pinal County ESA/Mary C. O'Brien Accommodation District (102 pages)
B.2 **Contract Award Progressive Services, Inc.** – Agency Contract No. 1GPA 21-06P (1 page)
B.3 **2025 Pricing** – Agency Contract No. 1GPA 21-06P (13 pages)
B.4 **2026 Extension** – Agency Contract No. 1GPA 21-06P (2 pages)

The following is a Cooperative Solicitation, released via Mary C. O'Brien Accommodation School/Pinal County ESA as the lead agency of 1Government Procurement Alliance:

Invitation for Bid # 21-06P
Roofing Services

Bid Due Date and Time: February 18, 2021 at 10:30 A.M. Arizona Time

IFB Opening Location: 1Government Procurement Alliance (1GPA)
1910 W. Washington Street
Phoenix, Arizona, 85009

Last Day for Questions: February 11, 2021

Pre-Bid Conference: None

In accordance with the Arizona procurement code and rules, Competitive Sealed Bids for the materials or services specified will be received by 1GPA, at the above specified location, until the time and date cited. Bids received by the correct time and date shall be opened and the vendor's name and pricing shall be publicly read. All other information contained in the Bid shall remain confidential until award is made.

Solicitations shall be in the actual possession of 1GPA on or prior to the time and date, and at the location indicated above. Late solicitations shall not be considered.

Solicitations must be submitted in a sealed envelope or package with the Invitation for Bid number and the Bidders name and address clearly indicated on the envelope or package. Additional instructions for preparing a solicitation are provided herein. Bidders are strongly encouraged to carefully read the entire solicitation document.

Questions regarding this Invitation for Bid should be directed to:

Rebecca Seifert, Procurement Specialist
Email: rseifert@1gpa.org
Phone: 866-306-3893

Jill Broussard

Jill Broussard, Superintendent
Pinal County ESA

Christy Knorr

Christy Knorr, Vice President
1Government Procurement Alliance (1GPA)

Date Issued: January 13, 2021

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DOCUMENTS REFERENCED

You may access a complete copy of the documents referenced within this solicitation at the following web addresses:

Arizona:

Arizona Revised Statutes (A.R.S.) is available at
http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp

The Arizona School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at
http://apps.azsos.gov/public_services/Title_07/7-02.pdf

All Other States:

For a full listing of Intergovernmental Purchasing Statutes by state, **Click Here** to be re-directed to 1GPA website available at:
http://1gpa.org/state-statutes/

Local Governments website (USA.gov): http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Federal:

I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at
http://www.irs.gov/pub/irs-pdf/fw9.pdf

Education Department General Administrative Regulations (EDGAR), 2 C.F.R. §§ 200.318-326
https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/xml/CFR-2014-title2-vol1-part200-subpartD.xml

INTRODUCTION

Who are we?

1Government Procurement Alliance (1GPA), is a non-profit national governmental purchasing cooperative which allows public agencies to take advantage of existing contracts to purchase the goods and services they need from local and national vendors.

Eligible using members include school districts, charter schools, universities, colleges, cities, towns, municipalities, counties, states, local governments, federal government, Native American communities, fire districts, and any other political subdivision.

What do we do?

We provide contracts for a broad range of commodities and services that are available to the Cooperative eligible members through a government purchasing cooperative or Interlocal agreement. All of our contracts are competitively procured and awarded in compliance with state statutes, procurement laws and regulations.

Contracts are approved and awarded by 1GPA's lead governmental entities and are only available for use and benefit of all entities complying with state procurement laws and regulations.

Why are we preferred?

The Cooperative's pooled purchasing power means public and private schools, cities, counties and state agencies, non-profits, as well as colleges, universities and Native American communities **can save actual budget dollars** on our contracts utilizing best business practices.

Our agency is dedicated to negotiating the best contracts with the best firms locally or nationally to ensure our members receive quality products and services at the best price.

We service our members by providing in-house knowledge of public procurement practices in conjunction with quality business practices to mainstream the purchasing process for large and complex solicitations that can take up to 6 to 12 months for our members on their own.

We pride our firm on our commitment to compliance, innovation, and collaboration.

As a government purchasing cooperative, 1GPA offers its Members access to a broad range of vendors whose goods and services have been competitively procured by 1GPA, in coordination with its governmental lead agencies. When conducting competitive solicitations, 1GPA takes all steps necessary to comply with federal, state and local procurement laws applicable to both the Lead Agency identified in the solicitation, as well as to 1GPA. Each Member must make its own independent determination as to (1) whether the Member may, under laws applicable to the Member, lawfully purchase particular goods or services through purchasing cooperatives, and (2) whether the Member must comply with any additional procedures required under laws applicable to the Member prior to completing a cooperative purchase. 1GPA makes no representations or warranties to its Members, or to any vendors, regarding such matters.

BIDDER'S BID AND CONTRACT ACCEPTANCE

The Undersigned hereby certifies understanding and compliance with the requirements in the General Terms and Conditions. Bidder further agrees to furnish the material and/or service in compliance with all terms, conditions, specifications, and amendments in the solicitation and any written exceptions in the Bid.

Federal Employer Identification Number	Address
Company Name	City, State Zip
Printed Name	Company Telephone Number
Title	Accounting / AP Contact Name
Primary Email (for Contract Inquiries)	Accounting / AP Email

Authorized Signature

The Contractor shall not commence any billable work or provide any material or service under this contract until Contractor receives a purchase order/contract from a 1GPA member. The Contractor agrees to comply with the requirements of submitting Usage Reports and Purchase Orders and/or Contracts to 1GPA. The contractor shall provide monthly or quarterly (arrangements to be made with 1GPA) reconciliation reports based on all contract activity to 1GPA. Contractor will be invoiced from these reports. Invoices are due upon receipt.

1GPA'S BID AND CONTRACT ACCEPTANCE

The Bid is hereby accepted:

The Contractor is now bound to sell the materials and/or services offered to and accepted by 1GPA in accordance with the solicitation, including all terms, conditions, specifications, amendments, etc.

This contract shall henceforth be referred to as 21-06P- , Roofing Services

Awarded this _____ day of _____ 2021

This contract shall be effective this _____day of _____ 2021

1GPA

Signature: _____ Date: _____

Printed Name: _____Title: _____

Approved By: Mary C. O'Brien Accommodation School/Pinal County ESA

Signature: _____ Date: _____

Printed Name: _____ Title: _____

DEFINITION OF TERMS

A complete list of definitions can be found in the Arizona Administrative Code R7-2-1001. The terms listed below are defined as follows:

"Attachment" means any item the Solicitation requires the Bidder to submit as part of the Bid.

"Bidder" means a person submitting a Bid in response to an Invitation for Bids

"Contract" means the combination of the Solicitation, including the Special Instructions to Bidders, Special Terms and Conditions, and the Specifications and Statement or Scope of Work/Services; the Bid; and any Solicitation Amendments or Contract Amendments, and Member purchase orders.

"*Contract Amendment"* means a written document signed by the 1GPA that is issued for the purpose of making changes in the Contract.

"Contractor" means any person who has a Contract with the 1GPA.

"Cost" means the aggregate cost of all materials and services, including labor performed by force account.

"Days" means calendar days and shall be computed pursuant to A.R.S. 1-243.

"Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.

"Governing Body" means any group comprised of elected or appointed officials, such as School District Governing Boards, City Councils, County Supervisors, Board of Regents, etc., which has the authority to make fiduciary decisions for a Member organization.

"Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

"*Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

"Member" means the non-profit entities, public and private schools (including independent school districts and charter schools), education service centers, colleges, universities, municipalities, counties, political subdivisions, and other governmental entities and agencies throughout the United States that have followed local governing authority allowing them to utilize contracting vehicles procured and administered by 1GPA.

"Offer" means a response to a Solicitation.

"Offeror" means a person submitting an offer in response to a Solicitation.

"Person" means any corporation, business, individual, union, committee, club, other organization or group of individuals.

"Procurement Officer" means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this Solicitation or his or her designee.

"Purchase Order or PO" means the agreed-upon purchase order or other form of binding contract document between the 1GPA member and the Vendor which is used in making a purchase under a 1GPA contract.

"Responsible Bidder or Offeror" means a person who at the time of contract award has the capability to perform the Contract requirements with the integrity and reliability which will assure good faith performance.

"Responsive Bidder or Offeror" means a person who submits a bid or proposal which conforms in all material respects to the Invitation for Bids or Request for Proposals.

"Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

"Solicitation" means an Invitation for Bids ("IFB"), a Request for Proposal ("RFP"), or a Request for Quotations ("RFQ").

"Solicitation Amendment" means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

"Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

UNIFORM INSTRUCTIONS TO BIDDERS

1. **Inquiries**

A. **Duty to Examine** - It is the responsibility of each Bidder to examine the entire Solicitation, seek clarification in writing, and check its Bid for accuracy before submitting the Bid. Lack of care in preparing a Bid shall not be grounds for withdrawing the Bid after the Bid due date and time nor shall it give rise to any Contract claim.

B. **Solicitation Contact Person** - Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person.

C. **Submission of Inquiries** - Questions and/or clarifications concerning this IFB will be accepted in writing through February 11, 2021 by 5:00 p.m. Request may be transmitted via facsimile or email. Written responses to all written inquiries will be provided and distributed to all recipients of this IFB. Responses and addenda to this IFB, if necessary, are scheduled to be issued by February 12 2021 by 5:00 p.m. No Bidder may rely upon oral responses made by any 1GPA employee or any representative. Questions and/or clarifications concerning this IFB shall be directed to Rebecca Seifert, Procurement Specialist, rseifert@1GPA.org, or Fax 602-663-9515.

D. **Solicitation Amendments/Addenda** - The Solicitation shall only be modified by a Solicitation Amendment or Addendum. 1GPA will not be responsible for Bidders adjusting their Bid based on oral instructions by any member of 1GPA or lead District Personnel.

E. **Pre-Bid Conference** - If a Pre-Bid Conference has been scheduled under this Solicitation, the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. A Bidder should raise any questions it may have about the Solicitation or the procurement at that time. A Bidder may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.

F. **Bid Opening:** Bids shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by 1GPA. The name of each Bidder and the pricing submitted will be read at this time. All Bids and any modifications and other information received in response to the Invitation for Bid shall be shown only to authorized 1GPA personnel having a legitimate interest in the evaluation. After contract award, the Bids and evaluation document shall be open for public inspection.

G. **Time Stamp**: Bids will be time stamped when received. They will be accepted up to but no later than the time indicated in the Invitation for Bid (IFB). Bids received after the time stated in the IFB will not be considered and will remain unopened. Bidders assumes the risk of any delay in the U.S. Mail. Whether sent by mail or by means of personal delivery, the Bidder assumes responsibility for having his Bid deposited on time at the place specified.

H. **Persons with Disabilities** - Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

2. **Bid Preparation**

A. **Forms:** - A Bid shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form.

B. **Typed or Ink Corrections**. - The Bid should be typed or in ink. Erasures, interlineations or other modifications in the Bid should be initialed in ink by the person signing the Bid. Modifications shall not be permitted after Bids have been opened except as otherwise provided under R7-2-1030.

C. **Signature(s) on Bids** - The Bid and Contract Acceptance document should be submitted with an original ink signature by the person authorized to sign the Bid. Failure to sign the Bid and Contract Acceptance document may result in rejection of the Bid.

D. **Exceptions to Terms and Conditions** - All exceptions included with the Bid shall be submitted in a clearly identified separate section of the Bid in which the Bidder clearly identifies the specific paragraphs of the Solicitation where the

exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Bidder's preprinted or standard terms will not be considered as a part of any resulting Contract. A Bid that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.

E. **Subcontracts** - Bidder shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Bid.

F. **Cost of Bid Preparation** - 1GPA will not reimburse any Bidder the cost of responding to a Solicitation.

G. **Solicitation Amendments/Addenda** - Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum should be acknowledged by the person signing the Bid. Failure to acknowledge a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum may result in rejection of the Bid.

H. **Provision of Tax Identification Numbers** - Bidders are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Bid and Acceptance form and provide the tax rate and amount, if applicable, on the Price Sheet.

I. **Taxes**:

1. **Federal Excise Tax** - Arizona School Districts/public entities are exempt from certain Federal Excise Tax on manufactured goods.

2. **Transaction Privilege Taxes** - Arizona School Districts/public entities are subject to all applicable state and local transaction privilege taxes. Transaction Privilege Taxes in Arizona include State, County and City taxes.

3. **Property Taxes** - Arizona School Districts/public entities do not pay state property taxes.

4. **Taxes on Shipping** - Transaction privilege tax may not be collected on delivery charges to the Member's location if separately stated on the invoice.

5. **Payment of Taxes** – Member is responsible for payment for all taxes listed on the invoice. Contractor is responsible for collection such taxes and shall forward all taxes to the proper revenue office.

All Other States - Other states may have different tax requirements and laws. The tax laws in each state shall be followed by the awarded vendor. It is the responsibility of the vendor to be familiar with the laws and statutes in the state in which they are conducting business.

J. **Disclosure** - If the firm, business, or person submitting this Bid has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Bidder shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Bid. The Bidder shall include a letter with its Bid setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

K. **Solicitation Order of Precedence** - In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:

1. Addenda/Amendments;
2. Special Terms and Conditions;
3. Uniform General Terms and Conditions;
4. Scope of Work/Specifications;

5. Attachments;
6. Exhibits;
7. Special Instructions;
8. Uniform Instructions to Bidders.

L. **Delivery** - Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s). Contractor shall provide delivery of goods, and/or performance of services in accordance with the needs of the 1GPA Member. Products delivered must conform to the products listed under this contract and may not be substituted with nonconforming products. Contractor agrees to pay for and arrange for return of goods that are defective.

3. **Submission of Bid**

A. **Sealed Envelope or Package** - Each Bid shall be submitted to the location identified in this Solicitation, in a sealed envelope or package that identifies its contents as a Bid and the Solicitation number to which it responds. The appropriate Solicitation number should be plainly marked on the outside of the envelope or package.

B. **Electronic Submission** - If determined by 1GPA that electronic submission of Bids is advantageous, 1GPA will include the electronic submission requirements as well as if the electronic submission is mandatory or optional in the Special Instructions, Terms and Conditions section of the solicitation. Unless otherwise instructed, a facsimile or electronically submitted Bid shall be rejected.

C. **Bid Amendment or Withdrawal** – A Bidder may modify or withdraw a Bid in writing at any time before Bid opening if the modification or withdrawal is received before the Bid due date and time at the location designated in the Solicitation. A Bid may not be amended or withdrawn after the Bid due date and time except as otherwise provided under R7-2-1028.

D. **Public Record/Confidentiality** - Under applicable law, all Bids submitted and opened are public records and must be retained by 1GPA. Bids shall be open to public inspection after Contract award, except for such Bids deemed to be confidential by 1GPA pursuant to R7-2-1006.

If Bidder believes that its Bid contains trade secrets or other proprietary data not be disclosed as otherwise required by A.R.S. §39-121, a statement advising 1GPA of this fact shall accompany the Bid, and the information shall be so identified wherever it appears. Requests to deem the entire Bid as confidential, contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.

E. **Certification** - By signing the Bid and Acceptance form or other official contract form, the Bidder certifies that:

1. The prices have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Bidder or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, a Bid for the purpose of restricting competition. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Bid and that the Bidder has taken steps and exercised due diligence to ensure that no violation of A.R.S. § 15-213(O) has occurred; and

2. It does not discriminate against any employee, applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment, including, Federal Executive Order 11246, Arizona State Executive Order 99-4, 2000-4, A.R.S. §41-1461 through 1465; and

3. The Bidder warrants that it and all proposed subcontracts will maintain compliance with Federal Immigration and Nationality Act (FINA), ARS § 41-4401 and § 23-214, and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program; and

4. The Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Bid. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Bid. Signing the Bid with a false statement shall void the Bid, any resulting contract and may be subject to legal remedies provided by law; and

5. By submission of this Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency 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; and

6. By submission of this Bid, that 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; and

7. In accordance with ARS § 35-392, the Bidder is in compliance and shall remain in compliance with the Export Administration Act.

8. The Bidder warrants that it and all proposed subcontracts are not currently engaged in, and agrees for the duration of this Contract/Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393 and Texas Gov't Code 2270.002.

9. The Offeror warrants that it shall comply with the fingerprinting requirements, unless otherwise exempted, in accordance with A.R.S. § 15-512.

4. **Additional Information**

A. **Unit Price Prevails** - Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

B. **Taxes** - The amount of any applicable transaction privilege or use tax of a political subdivision of the state of Arizona is not a factor in determining the lowest Bidder.

C. **Late Bids, Modifications or Withdrawals** - A Bid, Modification or Withdrawal submitted after the exact Bid due date and time shall not be considered except under the circumstances set forth in R7-2-1028(B).

D. **Disqualification** - The Bid of a Bidder who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.

E. **Bid Acceptance Period** - A Bidder submitting a Bid under this Solicitation shall hold its Bid open for the number of days from the due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Bid acceptance, the number of days shall be ninety (90).

F. **Payment** - Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.

G. **Waiver and Rejection Rights** - Notwithstanding any other provision of the solicitation, 1GPA reserves the right to:

1. Waive any minor informality;
2. Reject any and all Bids or portions thereof; or
3. Cancel the Solicitation.

5. **Award**

A. **Number or Types of Awards** - Where applicable, the 1GPA reserves the right to make multiple awards or to award a Contract by individual line item, by a group of line items, or categories, by an incremental award, by region, or by location, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Bidders that 1GPA determines is necessary to meet the needs of its Members.

B. **Contract Inception** - A Bid does not constitute a Contract nor does it confer any rights on the Bidder to the award of a Contract. A Contract is not created until the Bid is accepted in writing by 1GPA and the Lead Agency with an authorized signatures on the Bid and Acceptance form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Bid.

C. **Effective Date** - The effective date of this Contract shall be the date that 1GPA and the Lead Agency signs the Bid and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

6. **Protests**

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with 1GPA/lead agency representative, Christy Knorr, Vice President.

A. Protest shall include:

1. The name, addresses, and telephone number of the interested party;
2. The signature of the interested party or the interested party's representative;
3. Identification of the purchasing agency and the Solicitation or Contract number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
5. The form of relief requested.

B. The interested party shall supply any other information requested by 1GPA or lead agency within 10 days of the request.

C. The interested party may file a written request with the district representative for an extension of the time limit for providing additional information set forth in subsection (B). The written request shall be filed before the expiration of the time limit set forth in subsection (B) and shall set forth good cause as to the specific reason that the interested party is unable to provide the additional information with the 10 days. The district representative shall approve or deny the request in writing, state the reasons for the determination, and if an extension is granted, set forth a new date for submission of the filing.

D. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the Solicitation, shall be filed before the due date and time for responses to the Solicitation.

E. In cases other than those covered in section D of the section, the interested party shall file the protest within 10 days after 1GPA makes the procurement file available for public inspection.

F. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the 1GPA Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of 1GPA that resulted in the interested party being unable to file the protest within the 10 days. The 1GPA representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.

UNIFORM TERMS AND CONDITIONS

1. **Cooperative Purchasing** –

   A. **Cooperative Purchasing** - This contract is based on the need for 1GPA to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members. Although contractors may restrict sales to certain public units (e.g. state agencies, local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any members are preferred.

   B. **Cooperative Purchasing Agreements** - Cooperative Purchasing Agreements between 1GPA and its Members have been established under all procurement laws.

   C. **Cooperative Purchasing Contracts** - Bidder agrees all prices, terms, warranties, and benefits granted by Bidder to Members through this contract are comparable to or better than the equivalent terms offered by Bidder to any present customer meeting the same qualifications or requirements.

   Nothing in this solicitation is intended to establish a most favored customer relationship between 1GPA and contractor. Contractor may respond to any solicitation without regard to this contract. If contractor offers lower prices to any of its other customers, it may lower its prices to 1GPA at the same time by written notice.

   D. **Non-Exclusive Contract** - Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of 1GPA members. 1GPA and its membership reserve the right to obtain like goods and services from other sources.

   E. **Lead Agency** - A Lead Agency is a well-established and well respected government agency who facilitates the competitive bidding process by being a part of the process from start to finish. The Lead Agency also provides Board Approval for the award of contracts resulting from each Solicitation. The Lead Agency for this IFB is Mary C. O'Brien Accommodation School/Pinal County ESA.

2. **Contract Interpretation**

   A. **Application of Law** - The Arizona Procurement Code, Title 41, Chapter 23, applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.

   For all other states this procurement shall be governed by, construed, and enforced in accordance with the laws of each state in which 1GPA is conducting business under this contract. It is the responsibility of the awarded vendor and member to ensure this solicitation and ensuing contract complies with the State laws in which they are conducting business regarding use of a cooperative contract.

   B. **Implied Contract Terms** - Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

   C. **Relationship of Parties** – Vendors receiving contracts under this solicitation are independent contractors. Neither party to this contract, nor any Member, shall be deemed to be the employee or agent of the other party to the contract.

   D. **Severability** - The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract.

   E. **No Parol Evidence** - This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

   F. **No Waiver** - Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. **Contract Administration and Operation**

A. **Records** - Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

B. **Audit** - At reasonable times during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by 1GPA or Member and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

C. **Inspection and Testing.** The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. 1GPA or its Members shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If 1GPA or Member determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by 1GPA or Member for testing and inspection.

D. **Notices** - Notices to the Contractor required by this Contract shall be made by 1GPA to the person indicated on the Bid and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to 1GPA required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.

E. **Advertising and Promotion of Contract** - Bidder shall not advertise or publish information concerning this solicitation prior to an award being announced by 1GPA. After award, contractor(s) may advertise the availability of products and services to Member. Any promotional marketing materials using the 1GPA logo must be approved by 1GPA in advance.

F. **Administration Fee** - 1GPA has an Administrative Fee of .01 (1%). The Administrative Fee shall be included in the offeror's net pricing and is the responsibility of the contractor. Vendor shall not add the administration fee to approved contract prices post award. The Administrative Fee shall be a part of the Vendor's unit prices and is not to be charged directly to the customer in the form of a separate line item.

G. **Usage Reports –** The Usage Report will be the established communication between the awarded contractor and 1GPA of all contract activity. The contractor shall provide contract Usage Reports to 1GPA on a regular schedule as established by the contractor. 1GPA will accept Monthly or Quarterly reporting arrangements which shall be made at the time of contract award.

H. **Submission of Usage Reports** – Within ten (10) days following the end of the arranged reporting schedule, the contractor shall submit their Usage Report electronically via email to: cknorr@1gpa.org.

I. **Purchase Orders/Contracts -** All purchase orders and/or contracts issued to the contractor in reference to 1GPA shall be submitted at the same time as the Usage Report. All purchase orders and/or contracts should be zipped in a single file and submitted as an attachment in the same email as the usage report in which they are referenced. 1GPA is audited on an annual basis & documentation is necessary for compliance. Failure to submit purchase orders and/or contracts may result in contract cancellation.

J. **Invoicing of Administration Fee –** Upon receipt of contractor's Usage Report, 1GPA will generate an invoice which is calculated as: Administrative Fee (1%) multiplied by the Total Sales Transactions as stated in the Usage Report. Contractor's failure to remit administrative fees in a timely manner consistent with the contract's requirements may result in 1GPA exercising any recourse available under the contract or as provided for by law. All administrative fees not paid when due shall bear interest at a rate of 1 1/2% per month until paid in full.

Administrative Fees shall be paid to "1GPA" and mailed to:

1910 W. Washington Street
Phoenix, AZ 85009

4. **Costs and Payments**

A. **Ordering Procedures** - Purchase Orders are issued by 1GPA members to the Vendor according to this Contract. Members and Vendors must send Purchase Orders to 1GPA at cknorr@1gpa.org.

B. **Billings** – Contractor shall invoice Member after delivery of goods and/or services. All invoices shall list the applicable Member purchase order and 1GPA contract number. Contractor will invoice Member directly.

C. **Payment** – Payment terms are Net thirty (30) from receipt of Contractor's invoice

D. **Progress Payments** - 1GPA will permit Members to make progress payments under the following conditions:
1. Member and Contractor agree to the terms of the progress payments prior to issuing a purchase order
2. Purchase order describes the amounts or percentages and the dates or frequency of payments
3. Payments are made in full compliance with Member's local governing entity rules

E. **Tax Indemnification** - Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the Member harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

F. **IRS W-9** - In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with each Member.

G. **Availability of Funds for the Next Fiscal Year** - Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the Member for any payment that may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. It is the responsibility of the Member to make reasonable efforts to secure such funds.

5. **Contract Changes**

A. **Amendments** - The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.

B. **Subcontracts** - The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

C. **Assignment and Delegation** - Contractor shall not assign any right or interest nor delegate any duty under this Contract without the prior written approval of 1GPA. 1GPA shall not unreasonably withhold approval.

D. **Novation** - If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. 1GPA reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

E. **Contract Placed on Hold** - 1GPA shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contractor to address issues in the written deficiency notice.

6. **Risk and Liability**

A. **Risk of Loss** - Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

B. **General Indemnification** - To the extent permitted by law, 1GPA and its Members shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.

C. **Indemnification - Patent and Copyright** - To the extent permitted by law, Contractor shall indemnify and hold harmless 1GPA and its Members against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the 1GPA or Member of materials furnished or work performed under this Contract. 1GPA or Member shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

D. **Force Majeure**

1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

2. Force Majeure shall <u>not</u> include the following occurrences:

   a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
   b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
   c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

7. **Warranties**

A. **Liens** - The Contractor warrants that the materials supplied under this Contract are free of liens.

B. **Quality** - Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the School District/Public Entity of the materials or services, they shall be:

1. A quality to pass without objection in the trade under the Contract description;

2. Fit for the intended purposes for which the materials or services are used;

3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;

4. Adequately contained, packaged and marked as the Contract may require; and

5. Conform to the written promises or affirmations of fact made by the Contractor.

C. **Fitness** - Contractor warrants that any material or service supplied to 1GPA or its Members shall fully conform to all requirements of the contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

D. **Inspection/Testing** - The warranties set forth in in this section shall not affected by inspection or testing of, or payment for the materials or services by 1GPA Members.

E. **Compliance with Applicable Laws** - The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable licenses and permits.

F. **Survival of Rights and Obligations after Contract Expiration or Termination**

1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, 1GPA and its Members are not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. **Contractual Remedies**

A. **Right to Assurance** - If 1GPA in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, 1GPA may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at 1GPA's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.

B. **Nonconforming Tender** - Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, 1GPA may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

C. **Right of Offset** - 1GPA and its Members shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred or damages assessed by 1GPA or its Members concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

9. **Contract Termination**

A. **Cancellation for Conflict of Interest** - Pursuant to A.R.S. 38-511 and R7-2-1087(F) 1GPA may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of 1GPA is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

B. **Personal Gifts or Benefits** - 1GPA may, by written notice, terminate the Contract, in whole or in part, if 1GPA determines that any person or vendor has offered, conferred or agreed to confer any personal gift or benefit on any employee who supervised or participated in the planning, recommending, selecting or contracting of the Contract, in accordance with A.R.S. § 15-213(O) and R7-2-1087(G).

C. **Gratuities** - 1GPA may, by written notice, terminate the Contract in whole or in part, if 1GPA determines that employment or a gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of 1GPA for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including making of any determination or decision about contract performance in accordance with R7-2-1087(H).

D. **Suspension or Debarment** - 1GPA may, by written notice to the Contractor, immediately terminate this Contract if 1GPA determines that the Contractor has been disbarred, 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.

E. **Termination for Convenience** - 1GPA reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of its Members without penalty recourse. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination.

F. **Cancellation for Non-Performance or Contractor Deficiency** – 1GPA may terminate any contract if Members have not used the contract, or if purchase volume is determined to be “low volume” in any 12-month period. 1GPA reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. 1GPA may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

1. Providing material that does not meet the specifications of the contract;
2. Providing work and/or material that was not awarded under the contract;
3. Failing to adequately perform the services set forth in the scope of work and specifications;
4. Failing to complete required work or furnish required materials/product within a reasonable amount of time;
5. Failing to make progress in performance of the contract and/or giving 1GPA reason to believe that the contractor will not or cannot perform the requirements of the contract; and or
6. Performing work or providing services under the contract prior to receiving a 1GPA reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to 1GPA. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

G. **Contractor Cancellation**: Contractor may cancel this contract at any time upon thirty (30) days prior written notice to 1GPA or on the yearly anniversary of the contract. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by 1GPA.

H. **Continuation of Performance through Termination** - The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. **Contract Claims**

Contract claims and controversies under this Contract shall be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1155 through R7-2-1159.

Any dispute involving a 1GPA member and Vendor outside of Arizona shall be governed by the laws of the state of the 1GPA member, without regard to its provisions on conflicts of laws, and exclusive jurisdiction and venue shall lie in the city, county, and state of the 1GPA member.

11. **Federal and State Requirement**

A. **Compliance with Federal and State Requirements** - Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers’ compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations.

Vendor shall comply, when working on any federally assisted projects with the following:

1. The Contract Work hours and Safety Standards Act, (40 U.S.C. §3701 – 3708; 29 CFR Part 5)
2. Davis-Bacon Act, (40 U.S.C. §276a / 29 CFR Part 5)
3. Copland Anti-Kickback Act, (18 U.S.C. §874 / 29 CFR Part 5)
4. Equal Opportunity Employment requirements (Executive Order 11246 and 11375 / 41CFR Chapter 60)
5. McNamara-O'Hara Service Contract Act (41 U.S.C. 351),
6. Section 306 of the Clean Air Act (42 U.S.C. § 1857h,
7. Section 508 of the Clean Water Act (33 U.S.C. § 1368),
8. Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15).
9. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
10. Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 ("EDGAR"),
11. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)
12. All applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to 1GPA members.

B. **Offshore Performance** - Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

C. **Contractor's Employment Eligibility** - By entering the contract, Contractor warrants compliance with ARS § 41-4401, ARS § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. 1GPA or Member may request verification of compliance from any Contractor or subcontractor performing work under this Contract. 1GPA or Member reserves the right to confirm compliance in accordance with the applicable laws. Should 1GPA or Member suspect or find that the Contractor or any of its subcontractors are not in compliance, 1GPA or Member may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default and suspension, and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

D. **Davis-Bacon** – For Federally funded projects subject to the Davis-Bacon Act, the Member shall specify the applicable Davis-Bacon wage decision, prior to the contractor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number, and date of the wage decision.

E. **Fingerprint and Background Checks** - In accordance with ARS § 15-512(H), a contractor, subcontractor or vendor, any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. An exception to this requirement may be made as authorized in governing board policy of the Member District.

F. **Terrorism Country Divestments** - Per ARS § 35-392, 1GPA and its Members are prohibited from purchasing from a company that is in violation of the Export Administration Act.

G. **Registered Sex Offender Restrictions** - For work to be performed at schools, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Contractor 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.

H. **Affordable Care Act** - Vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contractor shall bear sole responsibility for providing health care benefits for its employees who provide services to the District as required by state or federal law.

I. **Boycott of Israel** – Arizona public entities and other states as applicable, the member may not enter into a contract with a company that is currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

J. **EDGAR** – When a 1GPA Member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (EDGAR). All Vendors submitting bids must complete the EDGAR Vendor Certification Form contained within this document.

K. **Minority Businesses** – 1GPA and its Lead Agency have taken all necessary affirmative steps to assure minority businesses, women's business enterprises, and labor surplus area firms are notified of any bidding opportunities when possible according to 2 CFR Part 200.321.

L. **Civil Rights Compliance** - In accordance with 7 CFR Part 210.23, Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

M. **Texas House Bill 1295 Certificate of Interested Parties** – For contract entered into or after January 1, 2016, Texas Government Code Chapter 2252.908 (H.B. 1295) states that a Texas governmental entity or state agency may not enter into a contract unless the business entity submits a disclosure of interested parties to the governmental entity or state. The law applies only to a contract that either (1) requires an action or vote by the governing body or (2) has a value of at least $1 million. Information from the Commission regarding the requirements, including rules and filing information, are available at the following links:

https://www.ethics.state.tx.us/tec/1295-info.htm
https://www.ethics.state.tx.us/whatsnew/faq_form1295.html
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

It is the responsibility of vendors to determine the applicability of, and comply with, all disclosure laws of House Bill 1295.

SPECIAL TERMS AND CONDITIONS

1. **TERM OF CONTRACT:** It is 1GPA's intent to award a multi-term contract. The initial term of the resultant contract shall start on date of contract award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.

2. **CONTRACT EXTENSION:** 1GPA reserves the right to unilaterally extend the period of any resultant contract month to month beyond the stated expiration date if that is determined to be in the best interests of Members. In addition, by mutual written agreement, any resultant contract may be extended for a supplemental period up to a maximum of forty-eight (48) months in twelve (12) month increments.

3. **RENEWAL OF CONTRACT:** Conditions for renewal of the contract shall include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract.

4. **CONTRACT TYPE**: The indefinite delivery, indefinite quantity (IDIQ) term contract shall be one or a combination of the following:
    1. percent-of-discount off manufacturer's price list or catalog
    2. fixed price

5. **FORM OF CONTRACT:** The form of contract for this solicitation shall be the Invitation for Bid, and the awarded Bid(s), and properly issued purchase orders incorporating each member's specific policies and P.O. terms and conditions referencing the requirements of the Invitation for Bid. Partial Offers will be considered.

6. **VENDOR CONTRACT DOCUMENTS:** 1GPA will review proposed vendor contract documents. Vendor's contract document shall not become part 1GPA's contract with vendor unless and until an authorized representative of 1GPA reviews and approves it.

7. **SUPPLEMENTAL AGREEMENTS:** The 1GPA Member and Contractor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this solicitation such as invoice requirements, on campus service specifics, etc. Any supplemental agreement developed as a result of this RFP is exclusively between the Member and Contractor. 1GPA, its agents, members and employees shall not be made party to any claim for breach of such agreement. Any supplemental agreement between the Member and Contractor is exclusively between the Member and the Contractor and will be subject to immediate cancellation by the Member (without penalty) if, in the opinion of the Member, the quality, service and specification requirements and/or the terms and conditions are not maintained as stated in the supplemental agreement.

8. **BID ACCEPTANCE PERIOD**: In order to allow for an adequate evaluation, 1GPA requires a Bid in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.

9. **BID OPENING:** Bids shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by 1GPA. The name of each Bidder and pricing submitted shall be read at this time. All Bids and any modifications and other information received in response to the Invitation for Bid shall be shown only to authorized 1GPA personnel having a legitimate interest in the evaluation. After contract award, the Bids and evaluation document shall be open for public inspection.

10. **TIME STAMP**: Bids will be time stamped when received. They will be accepted up to but no later than the time indicated in the Invitation for Bid (IFB). Bids received after the time stated in the IFB will not be considered and will remain unopened. Bidder assumes the risk of any delay in the U.S. Mail. Whether sent by mail or by means of personal delivery, the Bidder assumes responsibility for having his Bid deposited on time at the place specified.

SPECIAL TERMS AND CONDITIONS

11. **AWARD**: Contract(s) shall be awarded to the lowest responsible and responsive Bidder(s) whose Bid(s) conforms in all material respects to the requirements and evaluation criteria set forth in the Invitation for Bids. No criteria may be used in bid evaluation that is not set forth in the Invitation for Bids. The amount of any applicable transaction privilege or use tax of a political subdivision of the state of Arizona is not a factor in determining the lowest Bidder.

12. **MULTIPLE AWARDS:** 1GPA has a large number and variety of potential using districts and agencies at locations throughout the United States and abroad. In order to assure that any ensuing contracts will allow 1GPA to fulfill current and future requirements; 1GPA reserves the right to award contracts to multiple vendors. Such decision will be based upon consideration for Members' experience with existing products and systems, brand continuity for parts replacement and future expansion, contractor's ability to provide for a large diverse Membership, geographic areas served. The actual use of any contract will be at the sole discretion of 1GPA members. Contracts will be awarded, as applicable, by individual line item, groups of line items, or categories, incrementally, by region, or by location. The awards will be limited to the least number of Bidders that 1GPA determines is necessary to meet the needs of it's Members. Bidder should consider the fact that 1GPA may award multiple contracts in preparing their response. The fact that 1GPA may make multiple contracts, award only one contract, or to make no awards rests solely with 1GPA. Bidders are not required to Bid on all items specified in this Bid.

13. **ADMINISTRATION FEE:** 1GPA's .01 (1%) administration fee shall be included in Bidder's net price. Contractor shall not add the administration fee to approved contract prices. 1GPA will invoice the Vendor on a monthly basis for the administrative participation fee. The invoice will be based on total sales made through the 1GPA contract with the Vendor. Invoices will be issued at the time a Purchase Order is received by 1GPA. Invoices are due and payable upon receipt.

14. **PRICING:** Contract pricing must be based upon:
1) Fixed discount(s) off published price list(s) or catalog(s)
2) Firm fixed price
3) A combination of the above

15. **COMBINATION PRICING:** Offers for combination contracts shall clearly identify items covered by discount(s) and those with fixed prices. Prices for such contracts shall be adjusted as identified for the appropriate contract type above.

16. **DISCOUNTS:** Discount Bids must clearly identify percent of discount to apply to contract. If multiple discounts apply, Bidder shall clearly indicate the discounts and applicable materials or services. There will be no reduction discount(s) during the term of contract.

17. **PRICE ADJUSTMENT FOR DISCOUNT PRICING:** Revised published price lists, and/or catalogs may be submitted for review throughout the term of the contract. 1GPA shall determine whether the requested revised pricing or an alternate option is in the best interest of its Members. Revised published price lists, and/catalogs will not become effective until approved by 1GPA. Contractor must hold the price list(s) firm for the first 12 months of the contract.

18. **PRICE ADJUSTMENT FOR FIXED PRICING:** Fixed price offers shall include prices for any and all items proposed under the contract. Fixed prices shall be firm until each anniversary date of contract, unless there is an occurrence of one or more allowable economic price adjustment contingencies outlined in bid. If allowable price adjustment contingencies occur, contract vendor may submit a fully documented request for price adjustment to 1GPA. The document must substantiate that any requested price increase was clearly unpredictable at the time of bid submittal and results from an increased cost to contract vendor that was out of contract vendor's control.

19. **PRICE REDUCTION:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

SPECIAL TERMS AND CONDITIONS

20. VOLUME DISCOUNTS: The awarded vendor may offer volume discounts at any time during the Contract such that the price is at or below the percent off list price within the Contract given that the price reduction is available to all Customers allowed to purchase under the Contract. Approval of volume discounts shall be in the form of a bilateral contract amendment.

21. NEW PRODUCT: New products/services may be added during the term of the contract upon written request providing it is within the original scope of this RFP. All request are subject to review and approval by 1GPA. Successful vendor shall be responsible for notifying 1GPA of all discontinued products in writing.

22. QUANTITIES: 1GPA estimates considerable activity resulting from this award. Based on historical data from previous contracts as well as member surveys, 1GPA estimates usage of this contract to be between $10 and $15 Million annually. A current list of 1GPA Members may be found at: https://www.dropbox.com/s/z2swxxr210nx4un/1%20-%20PUBLISHED%20Membership%20List.xlsx?dl=0

1GPA makes no guarantee or commitment of any kind concerning quantities that will actually be purchased. 1GPA makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation.

23. PROTECTION OF MEMBERS: The Bidder shall protect all furnishings from damage and shall protect the Member's property from damage or loss arising in connection with this contract. He shall make good any such damage, injury or loss caused by his operations, or those of his employees, to the satisfaction of the Member. The Bidder shall confine his equipment, storage of materials and the operation of his workmen to the limits as indicated by the Unit Foreman in the area in which the work is being performed. Any damage caused to Member's facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the Member.

The successful Bidder shall take all necessary precautions for the safety of students, employees and the public, and shall comply with all applicable provisions of Federal, State and Municipal Safety Laws. Contractor accepts full responsibility for the acts and omissions of any and all persons whether directly or indirectly employed by the company. Contractor shall maintain such insurance as will protect him and the Member from claims or damage for personal injury, including death, which may arise from operations under this contract.

24. BRAND NAMES: Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict a Bid by any vendor but is only enumerated in order to advise potential Bidder of the requirements of 1GPA. Any Bid which proposes like quality, design or performance will be considered.

25. CURRENT PRODUCTS: All products being offered in response to this solicitation shall be in current and ongoing production and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

26. SAFETY STANDARDS: All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

27. RESPONSIBILITY OF BIDDERS: 1GPA will consider the following factors in determining if a Bidder is responsible:

A. The proposed contractor's financial, material, personal and other resources, including subcontractors.
B. The proposed contractor's record of performance and integrity.
C. Whether the contractor has been debarred or suspended.
D. Whether the proposed contractor is qualified legally to contract with the public entity.
E. Whether the proposed contractor supplied all necessary information concerning its responsibility.
F. Complaints on file with the Registrar of Contractors.
G. Prior litigation history.

28. LICENSES: Contractor shall maintain in current status all federal, state and local licenses and permits required by the operation of the business conducted by the contractor.

29. CONTRACTOR LICENSE LAW: Contractor shall comply with State and City Contractors License Law, be duly registered and licensed thereunder. The Contractor agrees to keep any required license or bond up to date and in compliance with the rules and regulations of the Arizona Registrar of Contractors, or the state in which the work is being done. Include a photocopy of License with submittal.

30. FEES AND PERMITS: All required fees and permits must be included in the total Bid price.

31. PERMITS: Contractor shall be responsible for obtaining any and all permits required to perform this installation. The installation shall be in complete compliance with City Building and Fire Codes. Permits shall be a pass-through cost with no markup.

32. INSPECTION: The job will have a final inspection and acceptance by 1GPA Member staff. Any discrepancies noted during the inspection will be corrected prior to final payment. Field inspections will be performed by Member upon completion of the Project.

33. DAMAGES: The successful contractor shall be liable for any and all damage caused by him or his employees to the 1GPA Member premises. The Bidder shall hold and save 1GPA and Member free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by his operations on premises or third persons.

34. CLEAN UP: The Contractor, at all times, shall keep the premises free from accumulation of waste materials or rubbish caused by construction operations. Upon completion of the work, remove all waste materials and rubbish from and about the Project, as well as tools, construction equipment, machinery and surplus materials leaving the site in a neat, orderly condition.

If the Contractor fails to clean up the work, the 1GPA Member may do so and the cost thereof shall be charged to the Contractor.

35. BILLINGS: All billing notices shall identify the specific item(s) being billed. Item(s) are to be identified by name, model/serial number as most applicable. Any purchase/delivery order issued will refer to the contract number resulting from this solicitation.

36. INSURANCE: Bidder agrees to maintain such insurance as will fully protect Bidder, 1GPA and its Member from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Bidder, its employees, or by anyone directly or indirectly engaged or employed by Bidder. Bidder agrees to maintain such automobile liability insurance as will fully protect Bidder, 1GPA and its Member for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Bidder or its employees, while providing services to 1GPA Members.

Successful Offeror will be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than $1,000,000 per occurrence and $2,000,000 aggregate coverage. Before any orders are processed under an awarded contract, awarded vendor shall provide a certificate that names 1GPA as the certificate holder. In addition, awarded vendor shall be willing to provide, upon request, a certificate of insurance to any Member using this contract.

Successful Bidder will be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.

37. SPILLAGE: Contractor will be responsible for the clean-up of a contamination or spillage resulting from the delivery and unloading.

38. KEY PERSONNEL: It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must agree to assign specific individuals to the key positions.

A. The contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to 1GPA or Member.

B. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the work than initially anticipated, the contractor shall immediately notify 1GPA or Member and shall, subject to the concurrence of the District, replace such personnel with personnel of substantially equal ability and qualifications.

39. BIDDER'S EMPLOYEES: Bidder agrees that the individuals provided to 1GPA or Member on a temporary basis are Bidder's, not 1GPA's or Member's employees.

Bidder agrees that it is solely responsible for its own acts and omissions and for those of its employees and that Bidder and any employees working for Bidder are the sole responsibility of Bidder for the purposes of any and all legal requirements, including, but not limited to, obligations and liabilities in the following areas:

Workers' Compensation Insurance
Federal and State Unemployment Taxes
Federal and State Withholding and Reporting Requirements
Unemployment Compensation Insurance
Federal, State, and Local Employment Laws

Bidder agrees that it or its employees are not entitled to any benefits or protections that accrue from an employment relationship with 1GPA, including, but not limited to, health insurance, life insurance, due process rights, and/or vacation/holiday pay.

1GPA will not provide Bidder or its employees any business registrations or licenses that may be required. 1GPA will not combine business operations with Bidder.

Neither Bidder nor its employees are to be considered agents or employees of 1GPA for any purpose. It is understood and agreed that 1GPA does not require Bidder to provide services exclusively to 1GPA and that Bidder and its employees are free to contract to provide services to other companies while it is under contract with the District.

In compliance with all applicable laws, the Bidder shall, at no charge to 1GPA, conduct drug/alcohol testing, fingerprint checks, reference checks and background checks of each individual who will perform services for 1GPA to ascertain that there is no history of behavior that would make the individual unsuitable to work with children or work in a school setting. These checks must be completed before the individual provides any services to the Member. The fingerprint and background checks will be conducted in accordance with applicable laws, including current Arizona Revised Statutes § 15-512 and/or 15-534, as applicable.

At any time, and for any reason, 1GPA or the Member may request or reject any of Bidder's employees.

Bidder agrees to comply with the Member's rules, regulations, and policies, as the Member may modify from time to time.

40. FINGERPRINT & BACKGROUND CHECKS: 1GPA anticipates that services under this contract may cause the contractor and proposed subcontractors to have direct, unsupervised contact with pupils. In accordance with ARS § 15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall be required to obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, Article 3.1. Therefore, the Contractor and any proposed subcontractors warrant compliance with ARS subsection 41-4401, ARS subsection 23-214, the Federal Immigration and Nationality ACT (FINA) and all other federal, state and local immigration laws and regulations related to the immigration status of its employees. The contractor must have all employees on-site submit to a fingerprint clearance conducted by Department of Public Safety and all employees must carry fingerprint card at all times. These warranties shall remain in effect through the term of the contract.

1GPA or Member may, at its sole discretion, require evidence of compliance during the evaluation process or contract term. Should 1GPA or Member request evidence of compliance, the Contractor and any proposed subcontractors shall have 5 working days from receipt of the request to supply adequate information. Failure to supply the requested information or if 1GPA or Member suspects or finds the Contractor or any of its subcontractors are not in compliance, 1GPA or Member may pursue any and all remedies allowed by law, including, but not limited to: non-consideration of contract award, suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs associated with verification and any remedies are the sole responsibility of the Contractor and any proposed subcontractor.

41. BID SECURITY: School procurement rules require that all competitive sealed procurement for construction have bid security, if the amount of construction contract will exceed the amount established by R7-2-1002(A). Bid security as a percentage of the bid amount is unacceptable, as this is a term contract with no specific bid amount.

Bidders shall include acceptable bid security in the amount of $100,000 with submission of their Bid.

Acceptable bid security for this solicitation will be a certified check, or an annual or one time bid bond underwritten by a surety company licensed to issue bid bonds in the appropriate state construction with take place, with the principal being the prime contractor and 1GPA being the Agency of Record.

42. PERFORMANCE AND PAYMENT BONDS: Performance and Payment Bonds between the 1GPA member and the Contractor shall be executed on forms substantially equivalent to the forms provided at the end of this solicitation document.

Upon execution of a contract between 1GPA Member and Contractor, performance and payment bonds shall be provided to the member as required in R7-2-1103 as applicable, or as required by the state in which project is located. The prime contractor agrees to notify the 1GPA member in writing of this requirement before accepting any work orders. If the prime contractor fails to deliver any required performance or payment bonds, the contract with 1GPA may be terminated. The contractor may be asked to supply copies of performance and payment bonds to 1GPA for administrative purposes.

Performance Bond - The contractor shall be required to furnish an irrevocable security in the amount of 100% of the total contract price payable to the 1GPA Member, binding the contractor to provide faithful performance of the contract.

Payment Bond - The contractor shall be required to furnish non-revocable security for the protection of all persons supplying labor and material to the contractor or any subcontractor for the performance of any work related to the contract. Payment security shall be in the amount of 100% of the total contract price and be payable to the 1GPA Member.

43. MEMBER DELAYS: As required by R7-2-1087(D), the contractor will negotiate with 1GPA Member for the recovery of damages related to expenses incurred by the contractor for a delay for which the 1GPA Member is responsible, that is unreasonable under the circumstances and that was not within the contemplation of the parties to the contract. This negotiation does not void any provision in the contract that requires notice of delays, provides for arbitration or any other procedure for settlement or provides for liquidated damages.

44. PROGRESS PAYMENTS: Contractor shall comply with the rules, regulations, and laws of the State in which the project is located. If such laws are not in place that differ form these below, those rules and statures will be read as if included.

For Arizona, R7-2-1105 allows for progress payments to the contractor of construction if the contractor agrees to adhere to ARS 41-2577 (B) (D) (F). All progress payments must be invoiced to the 1GPA member. It is the responsibility of the 1GPA member to review and approve any estimates of work completed. Payment shall be made within 14 days after the estimate of the work is certified and approve, except that a percentage of all estimates shall be retained as provided in R7-2-1104. If the 1GPA member issues a written statement to the Bidder that the estimate of work is not approved and certified, the 1GPA member may withhold an amount from the progress payment that the 1GPA member reasonably expects to incur in correcting the deficiency set forth in the written finding, as permitted in R7-2-1105 (A). In such cases, the Bidder agrees to hold 1GPA harmless for any deficiency payment.

Progress payments may be made to the prime contractor on the basis of a duly certified and approved estimate of work performed during the preceding month. The prime contractor must agree to pay any subcontractors or material suppliers within seven (7) days of their receipt of the progress payment, unless otherwise agreed on in writing between the parties involved.

Once all bonds are in place, the prime contractor and the 1GPA member will agree upon a schedule of payments based on identifiable milestones.

If any payment to the contractor is delayed after the date due, interest shall be paid at the rate of one percent per month, or a fraction of a month, on such unpaid balance as may be due. Any late charges will be the responsibility of the 1GPA Member.

Acceptance of final payment is a waiver of all claims except unsettled claims previously made in writing.

45. RETENTION: Ten (10) percent of all contract payments shall be retained by the 1GPA member as insurance of proper performance of the contractor. Contractor agrees to identify the amount to be retained on invoices to 1GPA member for each progress payment.

When the contract is fifty (50) percent completed, on half of the amount retained shall be paid to the contractor upon the contractor’s requests provided the contractor is making satisfactory progress on the contract and there is no specific cause or claim requiring a greater amount to be retained.

After the contract is fifty (50) percent completed, no more than five percent of the amount of any subsequent progress payments shall be retained providing the contractor is making satisfactory progress on the project, except if at any time the governing board of the member determines satisfactory progress is not being made, at which point ten percent retention shall be reinstated.

Retention applies only to amounts payable for construction and does not apply to amounts payable for design services, preconstruction services, finance services, maintenance services, or any other related services included in the contract.

If the 1GPA member and the contractor agree to a substitute security, the agreement must be in full compliance with R7-2-1104 (D)(E)(F)(G) or applicable state law. If a substitute security is agreed to, the prime contractor must provide 1GPA member with a signed and acknowledged waiver of any right or power of the obligor to set off any claim against 1GPA member.

SCOPE OF WORK/SPECIFICATIONS

1. PURPOSE

The purpose of this Invitation for Bid is to develop a long term contract with qualified Roofing Contractors to perform miscellaneous roofing construction services to include, but limited to, installation, repair, upgrades, restoration, maintenance, and replacement of roofing systems on an as needed basis, for 1GPA Members.

1GPA intends to award contracts to cover all of Arizona. Firms are encouraged to submit responses to include other states. However, firms shall follow the laws of those states they are submitting and assure that this solicitation meets the requirements of those states.

This will be a one year contract with the option to renew for four additional years for a total of five years.

2. BACKGROUND

1Government Procurement Alliance (1GPA), is a non-profit national governmental purchasing cooperative which allows public agencies to take advantage of existing contracts to purchase the goods and services they need from local and national vendors. Eligible using members include school districts, charter schools, universities, colleges, cities, towns, municipalities, counties, states, local governments, federal government, Native American communities, fire districts, and any other political subdivision.

The Pinal County Education Service Agency's (PCESA) Mary C. O' Brien Accommodation District (MCOB) acts as a Lead Agency for 1GPA. PCESA provides programs and services for approximately 45,000 students within 21 public school districts, in addition to the growing number of private and charter schools within Pinal County. Also served by PCESA is a large Indian community including parts of the Tohono O'odham Nation (Papago & Pima Indians), the San Carlos Apache Indian Reservation, and Gila River Indian Community, along with the entirety of the Ak-Chin Indian Community Pinal County was founded in 1875 and is located in the central part of Arizona between Maricopa County (Phoenix) on the north and west sides, Gila County also on the north, Pima County (Tucson) on the south and Graham County on the East. It covers an area of 5,374 square miles. The estimated population in 2017 was 430,200 and growing. The county seat is located in Florence, AZ as is the Pinal County School Superintendent's office.

This RFQ will be replacing the following past solicitation:
19-13P Job Order Contracting for Roofing Services

**** Current vendors that have been awarded the above contract will need to respond to this IFB in order to have the opportunity to continue servicing 1GPA Members.**

References and definitions used for specifications:

- **AA** – Aluminum Association: www.aluminum.org
- **ASD** – Aluminum Standards and Data: www.aluminum.org
- **AISI** – American Iron and Steel Institute: www.steel.org
- **ASTM** – American Society for Testing and Materials: www.astm.org
- **AWPA** – American Wood Protection Association: www.awpa.com
- **EPA** – Environmental Protection Agency: www.epa.gov
- **APA** – American Plywood Association: www.apawood.org/plywood
- **EPDM** – Ethylene Propylene Diene Monomer:
- **FM** – FM Global: www.fmglobal.com
- **IBC** – International Building Code: www.codes.iccsafe.org/content/IBC2021P1
- **NRCA** – National Roofing Contractors Association: www.nrca.net

- **OSHA** – Occupational Safety and Health Administration: www.osha.gov
- **SMACNA** – Sheet Metal and Air Conditioning Contractors National Association: www.smacna.org
- **SCAQMD VOC** – South Coast Air Quality Management District: www.aqmd.gov
- **SWA** – Structural Welding Code:
- **UL** – Underwriters Laboratories: www.ul.com

3. SPECIFICATIONS

Workmanship must be superior and comply with the manufacturers' guidelines and specifications as well as applicable rules, regulations and standards.

Water Resistant Roofing

3.1 **Pressure Cleaning**

Scope of Work – 3.1

- For pressure cleaning roof surfaces, use power washer unit at pressures of 2,000-5,000 psi with flow rates of 4 to 14 gallons per minute.
- All high-pressure units must be operated in accordance with OSHA safety standards.
- Rinse surface with clean water after cleaning to remove residue.

3.2 **Asphalt Emulsion Coating**

3.3 **Rubberized Coating**

3.4 **Vinyl/Acrylic**

3.5 **Non-Pigmented Synthetic Resin**

Scope of Work – 3.2, through 3.5

- All areas to receive coating must be clean, dry and smooth.
- Coatings must be applied as specified on manufacturer's data sheets and at the rates specified. If applicable, the color of the sealant shall be the color agreed upon between the Member and the Contractor. All emulsions used shall carry UL and FM approved fire ratings, and meet any existing approval standards in the state.
- Containers shall be delivered to the worksite suitably packaged to permit acceptance by carrier with each container marked with brand name, type of product, and manufacturer's production code and/or lot number.

3.6 **Caulking – Remove Existing, Clean and Prime Joint**

Scope of Work – 3.6

- Remove any existing caulk from joints.
- Clean joint; prime with primer as specified by the manufacturer of the caulking material. The purpose of the primer is to improve the adhesion of the caulk. (Note: Unanticipated field conditions may require a change in the type of caulk or primer. Prime contractor has the authority to order a no cost change.)
- Install specified backer rod to achieve required joint depths and shape, to permit full sealant wetting of the substrate surface when tooled, and to act as a temporary joint seal. If lack of immediate sealant application results in weathering, the backer rod shall be replaced with new sealant backing at no additional cost to the owner.
- Use bond breaker tape as specified by the caulk manufacturer. The bond-breaker may be a polyethylene or TFE-fluorocarbon self-adhesive tape, or one approved by the manufacturer of the caulk.
- Install sealant in accordance with ASTM standards.
- Follow the caulking manufacturer recommendations, tool all joints.
- Joints shall be free of air pockets, foreign matter, ridges and sags.
- Adjoining surfaces and sealed joints shall be free of smears and other soiling. If a masking tape is used to protect from smears, it must be non-staining, non-absorbent, and must not disturb the sealant when carefully removed. Remove any excess caulking.

3.7 **Caulking, Epoxied Urethane Compound, 2 Components, 1/4" x 1/4", In Place.**

Epoxied urethane base (one component) plus catalyst (2nd compound), chemical curing. Type 1, self leveling; Type 2, non-sagging, Class A, shore hardness 25 minimum to 35 maximum.

3.8 **Caulking, Polyurethane, 1 Component, 1/4" x 1/4", In Place.**

Polyurethane base, single component, chemical curing, shore hardness, 25 minimum to 35 maximum.

3.9 **Caulking, Polyurethane, 1 Component, 1/2" x 1/2", In Place.**
Polyurethane base, single component, chemical curing, shore hardness, 25 minimum to 35 maximum.

3.10 **Caulking, Silicone Rubber, 1 Component, 1/4" x 1/4", In Place.**
Silicone base, single component, chemical curing. Class A, shore hardness A - 50 maximum.

3.11 **Caulking, Epoxied Urethane Compound, 2 Component, 1/4" x 1/4", In Place.**
Epoxied urethane base (one component) plus catalyst (2nd compound), chemical curing. Type 1, self-leveling; Type 2, non-sagging, shore hardness 25 minimum to 35 maximum.

3.12 **Caulking, Silicone Rubber, 1 Component, ¾" x 3/8", In Place.**
Silicone base, single component, chemical curing, Class A, shore hardness A - 50 maximum.

Scope of Work – 3.7 through 3.12

- Caulk must be non-staining. Color approved by Member.
- Wipe prepared joint free of all debris; verify joint depth using backer rod as specified by caulking manufacturer's specifications.
- Install bond breaker tape where required by manufacturer.
- Mix sealant as specified on labels.
- Install caulking into prepared joint and tool per manufacturer's instruction, concave or convex.
- Caulking must be free of wrinkles, sags, ridges, air pockets and debris.
- Clean adjoining surfaces.

3.13 **Backer Rod, Polyethylene, 3/8" Diameter, installed in prepared opening.**

3.14 **Backer Rod, Polyethylene, 1/2" Diameter, installed in prepared opening.**

3.15 **Backer rod, Polyethylene, 3/4" Diameter, installed in prepared opening.**

3.16 **Backer Rod, Polyethylene, 1" Diameter, installed in prepared opening.**

Scope of Work – 3.13 through 3.16

- Closed cell polyethylene, extruded, round, lightweight, non-impregnated, non-bleeding, non- staining, and odor free. Must be chemical resistant with negligible water absorptive characteristics and meet or exceed ASTM standards.
- Inspect joint to be sure all preparations are complete.
- Install backer into joint at depth specified by caulking manufacturer, minimum 25% compression.
- Joint ends to be flush with no gaps.
- Must be installed same day as caulking.

3.17 **Building Paper, asphalt felt sheathing paper, 1 ply, 15#, in place**

3.18 **Building Paper, asphalt felt sheathing paper, 1 ply, 40#, in place**

Scope of Work – 3.17 – 3.18

- Use 15 lb. or 40lb. felt that meets or exceeds ASTM standards, Type I, UL label.
- Nails are to be hot dipped galvanized 11 or 12-gauge barb shank with 3/8" heads, sharp pointed and long enough to penetrate and grasp 3/4" or 1". Capped Simplex or Maze nails or approved equals may be used.
- After deck has been inspected and found to be clean and ready, nail felt to roof deck with approved fasteners, as specified.
- Run felts single fashion starting at low point and running to ridge.
- Side laps to be 2" minimum; end laps, 6" minimum.
- Seal penetrations with approved mastic to meet or exceed ASTM and Federal Specification standards, Type I, asbestos free.

3.19 **Building Paper, red rosin paper, 5 square rolls, 4 pounds per square, in place.**

Scope of Work – 3.19

- Red rosin paper, weighing 4 lb/100 square feet that meets ASTM D-549-74.
- Use fasteners specified by prime contractor for deck type.

- Mechanically fasten red rosin to deck with correct fasteners. Use fastening pattern that meets manufacturer's recommendations.

3.20 **Vapor Retarder adhered, 2 ply inorganic, glass, Type IV, applied in Type IV (or appropriateType) asphalt, in place.**
3.21 **Vapor Retarder, 2 ply organic, Type 15 pound, applied in Type IV asphalt (or appropriate type), in place.**
3.22 **Vapor Retarder; 2-ply inorganic, glass, Type IV, applied in cold adhesive to 4' x 8' x 1/4" glass- mat embedded, water resistant gypsum core panel mechanically fastened.**

Scope of Work – 3.20 through 3.22

- Vapor retarder shall be applied as specified on manufacturer's data sheets and at the rates specified.
- Vapor retarder shall be asphalt water-based primer and shall meet current applicable ASTM standards.
- Apply vapor retarder per current applicable UL standards.
- Run felts shingle fashion. Broom all plies at application. Extend all plies to top of cant and seal.

Insulation

3.23 **Demolition of roof insulation, per inch of depth.**
Scope of Work – 3.23

- Remove existing insulation down to roof deck.
- Remove all debris from job site and dispose of in an approved landfill.
- All debris shall be removed from flutes in deck and in any area debris might settle.
- All demolition work must comply with OSHA, EPA, and local building codes and regulations.

3.24 **Demolition of lightweight cementitious fill, per inch of depth.**
Scope of Work – 3.24

- Using mechanical, manual, or other approved means, remove cementitious fill.
- Clean subdeck of all rubbish.
- Dispose of all rubbish and litter; all demolition work must comply with OSHA, NCRA, EPA, and local building codes and regulations.
- Using self-tapping, coated metal deck fasteners, reattach laps, seams and loose metal, if applicable as needed.

3.25 **Roof deck insulation, Isocyanurate in 4' x 4' or 4' x 8' sheets with fiberglass facers, 1" thick, R-6.6, applied into Type IV (or appropriate) asphalt.**
3.26 **Roof deck insulation, Isocyanurate in 4' x 4' or 4' x 8' sheets with fiberglass facers, 1 1/2" thick, R-10.0, applied Type IV (or appropriate) asphalt.**

Scope of Work – 3.25 through 3.26

- Isocyanurate, HH-I-1972/GEN and HH-I-1972/2 Fire Approval, Class I, with UL labels.
- Steep Asphalt, Type IV (or appropriate) meeting ASTM D standards, applied at a rate of 30 lbs. per 100 square feet.
- Provide equipment, materials, tools and experienced labor to install rigid roof insulation. Adhere the insulation to the substrate with approved fastening methods, as follows.
- Hot applications: adhere insulation to primed deck with continuous mopping of appropriate asphalt at the rate of 30 lbs. per 100 square feet.
- Cold applications: adhere insulation to thermal barrier with a cold adhesive at a rate of 1.5 gallons per 100 square feet.
- Hot applied to sub insulation; adhere with a continuous mopping of appropriate asphalt at a rate of 30 lbs. per 100 square feet.
- Insulation must meet UL and FM requirements and must not have over 1/4" joints between boards.
- Joints must be staggered a minimum of 12".

3.27 **Roof deck insulation, Isocyanurate in 4' x 4' or 4' x 8' sheets, 1" thick, R-6.6, mechanically fastened.**
3.28 **Roof deck insulation, Isocyanurate in 4' x 4' or 4' x 8' sheets with fiberglass facers, 1 1/2"thick, R-10.0, mechanically fastened.**

Scope of Work – 3.27 through 3.28

- Isocyanurate, HH-I-1972/GEN and HH-I-1972/2 Fire Approval, Class I and/or labeled with UL/FM labels.
- Fasteners with 3" galvanized metal plates.
- Provide equipment, materials, tools and experienced labor to install rigid roof insulation. Attach the insulation to the substrate with approved fastening methods, as follows.
- Mechanically attached: mechanically join single layer insulation to deck with approved fastener minimum of one (1) every 2 square feet. Install additional fasteners to ensure insulation is firmly affixed, especially at parapets and at perimeters, as required per FM I-90 (depending on deck location and height).
- Fasteners are to be flush with top surface of insulation.
- Filler insulation requires two (2) fasteners per piece.
- Form continuous insulation joints over deck flange. Do not cantilever insulation edges over deck ribs, minimum bearing surface 1 1/2" and doesn't exceed 35 psi in accordance with ASTM standards. Attachment and flute span will be in accordance with insulation board manufacturer's specifications and comply with UL, Class A and FM I-90 attachment standards.
- Insulation must meet UL and FM requirements and must not have over 1/4" joints between boards.
- Joints must be staggered a minimum of 12".
- Workmanship must be superior and comply with NRCA, FM, UL and roofing material manufacturer's guidelines and specifications.

3.29 **Roof deck insulation, fiberboard in 4' x 4' sheets, 1/2" thick, R-1.39, applied Type IV (or appropriate) asphalt, coated six sides.**
3.30 **Roof deck insulation, fiberboard in 4' x 8' sheets, 25/32" thick, R-2.4, installed hot/cold or mechanically attached, coated six sides.**
3.31 **Roof deck insulation, fiberboard in 4' x 4', 1" thick, R-2.78, applied Type IV (or appropriate) asphalt, coated six sides.**
3.32 **Roof deck insulation, fiberboard in 4' x 4' sheets, 1/2" thick, R-1.39, mechanically fastened, coated six sides.**
3.33 **Roof deck insulation, fiberboard in 4' x 4', 1" thick, R-2.78, mechanically fastened, coated six sides.**

Scope or Work – 3.29 through 3.33

- High-density fiberboard with flame spread of 25 maximum. Must comply with ASTM standards and have compressive resistance not more than 35 psi.
- Steep Asphalt, Type IV (or appropriate type) meeting ASTM standards, applied at a rate of 30 lbs. per 100 square feet.
- Provide equipment, materials, tools and experienced labor to install rigid roof insulation. Adhere the insulation to the substrate with approved fastening methods, as follows.
- Hot applications: adhere insulation to primed deck with continuous mopping of steep or appropriate asphalt at the rate of 30 lbs. per 100 square feet.
- Cold applications: adhere insulation to primed deck or sub-insulation with a cold adhesive at a rate of 1.5 gallons per 100 square feet.
- Hot applied to sub insulation; adhere with a continuous mopping of steep or appropriate asphalt at a rate of 30 lbs. per 100 square feet. Walk insulation down. Spread bitumen pools. Do not allow bitumen to accumulate on surface of insulation.
- Cold applied: adhere with a cold adhesive at a rate of 1.5 gallons per 100 square feet. Walk insulation down. Spread bitumen pools. Do not allow bitumen to accumulate on surface of insulation, or on workers shoes.
- Mechanically attached: mechanically join single layer insulation to deck with approved fastener minimum of one (1) every 2 square feet. Install additional fasteners to ensure insulation is firmly affixed, especially at parapets and at perimeters, as required per FM I-90 (depending on deck location and height).
- Three inch galvanized metal plate fasteners are to be flush with top surface of insulation.
- Filler insulation requires two (2) fasteners per piece.

- Form continuous insulation joints over deck flange. Do not cantilever insulation edges over deck ribs, minimum bearing surface 1 1/2" and doesn't exceed 35 psi in accordance with ASTM C 165. Attachment and flute span will be in accordance with insulation board manufacturer's specifications and comply with UL, Class A and FM I-90 attachment standards.
- Attachment and flute span will be in accordance with insulation board manufacturer's specifications and comply with UL, Class A and FM I-90 attachment standards.
- Insulation must meet UL and FM requirements and must not have over 1/4" joints between boards.
- Joints must be staggered a minimum of 12".

3.34 **Roof deck insulation, lightweight cellular, wire-reinforced concrete fill, R-value depending on thickness, per inch of depth**

Scope of Work – 3.34

- Prepare areas for cellular concrete.
- Install cellular concrete, 2" minimum thickness, sloped to existing drains. Slope shall be 1/4" per running foot, minimum.
- Cover deck with slurry coat. Graduate thickness of insulation from high to low point. Stagger end joints and butt all joints to moderate contact. Allow slurry coat/insulation to set for 24 hours.
- Install top pour of cellular concrete over insulation. Fill all bond holes. A minimum of 2" thickness over the insulation is required.
- Use screeds (leveling devices) and darbies to attain smooth, even surface.
- Carefully plan the work to avoid cold joints, but if you have any, scarify cold joints to provide mechanical key.
- During winter months, protect installation from freezing until initial set is attained.
- Provide reinforcing mesh into all areas where cellular concrete is placed. Butt or space sides not more than 4"; cut mesh to fit all walls, curbs, and openings. (Note: to meet FM requirements, mesh must be used.)
- Mix and pump cellular concrete into place using personnel and equipment approved of by the concrete manufacturer. Mixing time shall be sufficient to provide a consistent, thorough concoction that will freely flow and screed to a smooth surface.
- Proportion cellular concrete to provide a density of 40 lbs/cubic foot, ± 5% and 28-day compressive strength of 160 psi.
- Pour cellular concrete only when temperatures are predicted to be above 40°F for the next two days.
- Provide daily 2-ply bituminous tie-in connections at cellular concrete/roofing terminations.
- If applicable, remove embedded gravel from top ply along termination. (Width of 8")
- Install 5-course felt/mesh bituminous reinforcement; extend membrane at least 6" onto roofing and top surface of cellular cement using asphalt mastic or flashing bitumen. Make everything watertight.
- Seal any surface cracks with asphalt mastic.
- Spray curing compound to entire surface within 24 hours of placement.
- Allow cellular concrete to cure and become hard to withstand foot traffic and other light roof operations, approximately 3 days. Before one is allowed on the new roof, be sure exposed surface is dry.

3.35 **Roof deck insulation, vermiculite at 1/8:12, R-value depending on thickness, per inch of depth.**
3.36 **Roof deck insulation, vermiculite at 1/4:12, R-value based on thickness, per inch of depth.**

Scope of Work – 3.35 through 3.36

- Prepare areas for concrete with vermiculite aggregate.
- Install vermiculite concrete, 2" minimum thickness, sloped to existing drains. Slope shall be 1/8" or 1/4" per running foot, minimum.
- Cover deck with slurry coat. Graduate thickness of insulation from high to low point. Stagger end joints and butt all joints to moderate contact. Allow slurry coat/insulation to set for 24 hours.
- Install top pour of vermiculite concrete over tapered expanded polystyrene board (EPS). Fill all bond holes. A minimum of 2" thickness over the insulation is required.
- Use screeds (leveling devices) and darbies to attain smooth, even surface.
- Carefully plan the work to avoid cold joints, but if you have any, scarify cold joints to provide mechanical key.
- During winter months, protect installation from freezing until initial set is attained.

- Provide reinforcing mesh into all areas where vermiculite concrete is placed. Butt or space sides not more than 4"; cut mesh to fit all walls, curbs, and openings. (Note: to meet FM requirements, mesh must be used.)
- Mix and pump vermiculite concrete into place using personnel and equipment as approved by the concrete manufacturer. Mixing time shall be sufficient to provide a consistent, thorough concoction that will freely flow and screed to a smooth surface.
- Proportion vermiculite concrete to provide a density of 40 lbs/cubic foot, ± 5% and 28-day compressive strength of 160 psi.
- Pour vermiculite concrete only when temperatures are predicted to be above 40°F for the next two days.
- Provide daily 2-ply bituminous tie-in connections at vermiculite concrete/roofing terminations.
- Remove embedded gravel from top ply along termination. (Width of 8")
- Install 5-course felt/mesh bituminous reinforcement; extend membrane at least 6" onto roofing and top surface of vermiculite cement using asphalt mastic or flashing bitumen. Make everything watertight.
- Seal any surface cracks with asphalt mastic.
- Spray curing compound to entire surface within 24 hours of placement.
- Allow vermiculite concrete to cure and become hard to withstand foot traffic and other light roof operations, approximately 3 days. Before anyone is allowed on the new roof, be sure exposed surface is dry.

3.37 **Roof deck insulation, gypsum panels, 3" thick.**

Scope of Work – 3.37

- Remove existing decking.
- Replace gypsum panels; stabilize and provide bracing for the purlins, as necessary.
- Install per manufacturer's instruction. Gypsum planks will have UL classification markings.
- Gypsum will not be used in areas of high humidity and wetness.

3.38 **Roof deck insulation, Isocyanurate (black facer only), tapered, 1/8" per foot slope, applied in Type IV (or appropriate type) asphalt, per inch of depth.**

3.39 **Roof deck insulation, Isocyanurate (black facer only), tapered, 1/4" per foot slope, applied in Type IV (or appropriate) asphalt, per inch of depth.**

Scope of Work – 3.38 through 3.39

- Use 1/8" or 1/4" tapered iso-board (black facer) that meets or exceeds HH-I-1972/GEB and HH-I-1972/2 fire approval Class I and labeled with UL/FM labels.
- Steep or appropriate Asphalt, Type IV meeting ASTM D standards, applied at a rate of 30 lbs. per 100 square feet.
- Install tapered insulation.
- Insulation shall have a minimum thickness of 1" at any point on the deck and must be laid in a manner to eliminate ponding and allow for positive drainage.
- Set insulation in a continuous mopping of asphalt.
- Embed insulation into asphalt, leaving no voids or loose boards. Any joint over 1/4" must be filled.
- Apply asphalt at rate of 30 lbs. per 100 square feet; asphalt shall be at no more than 500°F and applied between 400-475°.
- Apply in continuous mopping; don't set boards in cold asphalt.

3.40 **Cold insulation adhesive**

Scope of Work – 3.40

- Cold insulation adhesive is for places where the deck is exposed on underside or where hot adhesive or mechanical attachment is not desirable.
- Adhesive for fiberboard, fiberglass and Isocyanurate insulating boards.
- Nominal 100% solid, moisture curing, asphaltic urethane adhesive for use in adhering insulation and base sheets in bur systems. Must be 8.5 lbs/gallon, have 200 psi tensile strength, and meet ASTM standards.
- Prime surface to receive adhesive with water-based primer.
- Allow primer to dry.
- Apply at rate of 1 to 1.5 gallons per 100 square feet.

- Install base sheet or insulation per manufacturer's printed directions, as needed.

3.41 **CDX Gypsum 1/4" x 4' x 8', mechanically attached or set into adhesive.**
3.42 **CDX Gypsum 1/2" x 4' x 8', mechanically attached or set into adhesive.**
3.43 **CDX Gypsum with fiberglass facer: 1/4" x 4' x 8', mechanically attached or set into adhesive.**
3.44 **CDX Gypsum with fiberglass facer: 1/2" x 4' x 8', mechanically attached or set into adhesive.**

Scope of Work – 3.41 through 3.44

- Install per manufacturer's instructions.

Roof Tiles and Shingles

3.45 **Remove composition shingles, wood shingles, clay, concrete, slate, and felts to decking.**

Scope of Work

- Remove existing felts, shingles, and tiles down to roof deck.
- Remove all debris from job site and dispose of in an approved landfill.
- Be sure all debris is removed from deck and in any area litter might settle.
- All demolition work must comply with OSHA, NCRA, EPA, and local building codes and regulations.
- If applicable, remove all fasteners from decking.
- Inspect deck and repair any defects as permitted in contract.
- Install matching or required felt after above work is accomplished.

3.46 **Shingles, fiberglass, Class A, 25-year strip shingles, slopes 3:12 or greater.**
3.47 **Shingles, fiberglass, Class A, 30-year, premium laminated multilayered shingles, slopes 3:12 or greater.**

Scope of Work – 3.46 through 3.47

- Fiberglass singles shall meet or exceed ASTM D standards, Type I, carry UL, Class A and wind uplift labels, have hip and ridge factory pre-cut (where applicable). Nails are to be hot galvanized, 11 or 12 gauge, barb shank, 3/8" heads, sharp pointed and of sufficient length to penetrate at least 3/4" into decking. Use six nails per shingle; staples are not permitted.
- Bituminous plastic cement shall meet or exceed Federal Specifications standards, Type I, Class A, and shall be asbestos free.
- Inspect deck after old roof removal and repair any defects.
- Install base felts and valley felts.
- Install shingles per manufacturer's specifications.
- If roof slopes less than 4 inches per 12 feet, the installation requires a double layer of 15-lb. asphalt felt prior to application of shingles.
- In high snow areas, use two each 30 lb. asphalt felts in lieu of 15 lb. felts.
- Eave metal shall be 2" x 2", 26 gauge galvanized, unpainted.
- In high wind areas, use 3" x 2", 24 gauge galvanized, unpainted eave metal.
- In ice and snow country, install ice and water shield to a point two feet inside wall line at eaves, or as required by local code if it is more stringent.

3.48 **Replacement of clay or concrete roof tiles.**

Scope of Work – 3.48

- Tile shall be of quality, finish, color, size and shape to match existing, or as selected by the owner.
- Nails for tiles and cleats shall be copper, 11 gauge, large head and long enough to penetrate 3/4" into deck.
- Flashing shall be 16 oz. copper.
- Mortar shall be one part Portland cement, 4 parts sand and color matched to tile.
- Plastic cement shall meet or exceed ASTM and Federal Specification standards, Type I.
- Sealant shall be silicone to meet or exceed ASTM standards.
- Begin installation only after verifying physical and environmental conditions are acceptable to accomplish work.

- Install 40 lb. underlayment on slopes 4:12 or greater; install two 40 lb. underlayment on slopes less that 4:12 (or a 2-mil SBS modified sheet). Follow local codes for eaves, overhangs, and ice/snow conditions. In no case shall the underlayment be less that the manufacturer's specifications. Lay the felt underlayment horizontally; lap at least 4" over valley and gutter metal; turn up 6" against all abutting vertical surfaces where possible and extend without break over hips and ridges.
- Nail each sheet along the edges, which will be covered by the lap of the next sheet; lap the sheet 3" at sides and 6" at ends and cement together.
- Tile shall be laid in regular courses parallel with the eaves and no attempt made to stretch the courses. The courses shall be accurately spaced to finish even and parallel at the top of all level terminations.
- When the slopes of the abutting roof surfaces are at the same pitch, the courses shall give a continuity of line across valleys and around hips. Valleys shall be open 6" wide between tiles. Fit the tiles closely at hips and ridges and around vent pipes, ventilators, and other projections through the roof.
- Every piece of tile shall be secured by at least one fastening; Spanish tile shall have two, unless impractical. Where nailing is not possible, or to avoid nailing through sheet metal, use wire attached to nails driven above the metal line or to other permanent fastenings and set the tile in elastic cement. All tile shall be laid with an end lap of at least 3". Eave closures of pan and cover tile shall be recessed at least 1 1/2" from the lower end of the tile.
- Hips and ridges shall have roll cover tile with closed hip starters and plain terminals. Field tile that verge along hips and valleys shall be cut before turning and valley tile shall have closed ends. Top fixtures shall be furnished at deck and ridge and at the lower side of abutting vertical surfaces. Gables shall have end bands, gable rakes and closed gable ends at ridge.
- The lap of end bands, or cover tile on hips and ridges, of gable rakes to end bands and field tiles, and the spaces between field tiles and hip stringers shall be filled with elastic cement. A limited amount of elastic cement may be used for leveling tile and for pointing around eave closures and top fixtures.
- All intersections of roofs with vertical surfaces of every kind and all openings in roof surfaces shall be flashed and counterflashed. Flashings shall turn up no less that 6" against abutting vertical surfaces where possible and shall be in as long lengths as practical. On slopes, they shall lap longitudinally not less than 3". Elsewhere the joints shall be flat-locked and soldered. Laps and locks shall be in the direction of water flow; ridges and deck molds shall be flashed over the wood stringers. Exposed bottom edges of all flashings shall be doubled under about 1/2" to straight lines.
- At vertical surfaces along slopes, the flashings shall extend under the tile at least 4 1/2" with an upturned edge as high as the contour of the tile will permit. At the upper side of vertical surfaces, the flashings shall extend under the tile to the nails, with the upper edges turned back 1/2". Flashings at the lower side of vertical surface and the flashings of ridges and deck molds shall extend onto the roof tiles and top fixtures at least 4 1/2" and be bent down for stiffness.
- At corners and projections through the roof, the intersecting base flashings shall be lapped or locked and the joints sweated with solder. Base flashings at the sides, which are normal to the tile courses, shall spill onto the roofing below.
- Flashings at the sills of openings, which are not counterflashed, shall extend under the sills of the frames and turn up at least 3/4" at the back edges.
- Base flashings at the curbs of roof openings, which are not counterflashed, shall turn over the tops of the curbs and be fastened on the inside by locking to continuous cleats of the same metal which shall be fastened every 4" to the curbs.
- At low parapets and termination when not using step flashings, use 2.5-lb. lead flashing. Peen to fit tiles; use 2.5 lead stack flashings. (need prices for each)
- Summary Note: remove existing tiles, carefully to avoid breakage. Stockpile existing clay or concrete roof tiles. Install a new 40 lb. inorganic asphalt felt underlayment; make minor repairs to the existing flashings, then replace shingles in accordance with above specifications. New flashing installation will be done under a separate line item

Roofing and Roof Restoration

3.49 **Remove built-up roof, multi-ply with aggregate, non-asbestos, one inch thick or less.**

Scope of Work – 3.49

- Remove existing roofing down to roof deck or insulation.

- Daily remove all debris from job site and dispose of in an approved landfill.
- Be sure all debris is removed from deck and in any area litter might settle.
- All demolition work must comply with OSHA, NCRA, EPA, and local building codes and regulations.
- If applicable, remove all fasteners from decking.
- Using roofing spades, maddox or mechanical device, remove embedded gravel from roof membrane.
- Sweep loose aggregate from roof membrane.
- Remove all loose gravel from roof membrane by power broom and dispose of collection in approved dump, or as directed by owner.
- Wet vacuum loose aggregate from roof membrane; prime substrate.
- Using mechanical wet vacuum, remove all loose rock and debris from roof membrane.
- Prime substrate: clean roof or substrate removing all dirt and debris prior to priming.
- Prime using asphaltic primer at the rate of one gallon to 100-150 square feet; allow to dry.

3.50 **Remove single-ply roof: ballast, and membrane only.**

Scope of Work – 3.50

- Remove existing ballast from surface or roof membrane using manual labor, roof vac or mechanical means.
- Do not pile ballast in piles that would exceed load limit on total roof system.
- All ballast to be removed by use of closed chute or mechanically. Do not throw from roof into truck or dumpster.
- Cut single-ply membrane into pieces small enough so they can safely be removed.
- Dispose of single-ply membrane in approved dumpsite.
- Contractor is responsible to determine local regulations for disposal of roof materials.
- Do not remove more membrane than can be replaced or dried in daily, especially in monsoon season.

3.51 **Remove single-ply roof, membrane partially, fully, or mechanically adhered.**

Scope of Work – 3.51

- Cut single-ply membrane into pieces that are no larger than can safely be removed.
- Dispose of membrane in approved dumpsite.
- Contractor is responsible to determine local regulations for disposal of roof materials.
- Do not remove more membrane than can be replaced or dried in daily.
- Remove single-ply roof, membrane mechanically attached.
- Cut single-ply membrane into pieces that are no larger than can safely be removed.
- Using screw gun or drill motor, remove fasteners. Dispose of leftovers in approved dumpsite.
- Contractor is responsible to determine local regulations for disposal of roof materials.
- Do not remove more membrane than can be replaced or dried in daily.

3.52 **Remove copper sheet roofing.**

Scope of Work – 3.52

- Use 15 lb. building paper, FS HH-R-595-B, Type 15A, Style B, unperforated. Nails to be hot dipped, galvanized, 11 or 12 gauge, smooth shank, 1” square metal heads, at least 1” long for dry in.
- Remove specified roofing using the finest equipment and tools for the job. Remove and dispose of all felts, flashings, battens, and counterflashing, as required.
- Barricade and protect the property (to avoid lawsuits from unhappy parents or teachers).
- All work, including use of building paper, to be coordinated with the owner’s representative.
- All demolition work and disposal of debris must comply with OSHA, NCRA, EPA, and local building codes and regulations; fall protection as required.

3.53 **Base sheet, 3-ply fiberglass, Type IV (or appropriate Type) asphalt.**

Scope of Work – 3.53

- Water-based asphalt primer that meets ASTM standards.
- Asphalt, Type IV (or appropriate Type) steep to meet UL, Class A, ASTM D standards.

- Fiberglass base sheet, Type G-2, meeting ASTM standards, high performance, weight, 33 lbf/100 s/f, tensile break strength 90 lbs/lbf in MD, 70 lbs/lbf in XD.
- Fiberglass ply sheet, Type IV.
- Prime exiting surface with primer specified at a rate of 150-200 square feet per gallon, when required (prime is a separate line item).
- Continuously mop base sheet and three plies of specified fiberglass ply sheets with interply asphalt at a rate of 25 lbs. per square per ply. Felts to be installed according to manufacturer's specifications.
- Top surfacing as specified elsewhere.

3.54 **Base sheet, 4-plies fiberglass, mechanically attached.**

Scope of Work - 3.54

- Fiberglass base sheet, Type G-2 to meet ASTM D standards, high performance weight, 33 lb. per 100 s/f, break strength 90 lbf/in. in MD and 70 lbf/in in XM; fiberglass plies sheets, Type IV.
- Mechanical fasteners for wood decks, 1" ringed shank nails with 1" capped head as made by Maze or Simplex; for wood fiber decks, Olympic GTL fasteners or approved equal; light weight deck, Olympic base ply fastener, Tremco/Olympic base ply fastener, Zonolite base ply fastener or equal.
- Starting at low point, install specified base sheet to deck using approved fasteners in accordance with FM I-90 wind uplift requirements.
- Regularly mop four plies of specified fiberglass ply sheets with interply asphalt applied at the rate of 25 lbs. per square per ply, following manufacturer's instruction.
- Top surfacing as specified elsewhere.

3.55 **Fiberglass cap finishing membrane**

Scope of Work – 3.55

- Install over hot-applied multi-ply BUR assembly in Type IV (or appropriate Type) asphalt.
- Apply as per manufacturer's instruction.

3.56 **Base sheet with 2 plies, fiberglass felts, Type IV asphalt (or appropriate type).**
3.57 **Base sheet with 3 plies, fiberglass felts, Type IV asphalt (or appropriate Type).**

Scope of Work – 3.56 through 3.57

- Materials include primer; fiberglass base sheet, Type G-2, to meet ASTM standards, high performance, weight, 33 lb. per 100 s/f, break strength 90 lbf/in. in MD and 70 lbf/in. in XM; Type VI fiberglass felts that meet or exceed ASTM standards, Type VI; asphalt Type IV steep (or appropriate type), UL, Class A.
- Prepare substrate as required.
- Continuously mop base sheet and plies of fiberglass base sheet.
- Plies are to be adhered with approved asphalt at the rate of 25 lbs. per square per ply.
- All felts are to be broomed when applied.
- Fishmouths, voids, wrinkles and other disfigurements will not be accepted.
- Extend all plies 1"or 2" above cant and seal.
- Final system must carry UL, Class A, and FM I-90 approvals and insulation attachment patterns when insulation has been used.

3.58 **Base sheet mechanically attached with 4 plies, Type VI fiberglass felts, Type IV (or appropriate Type) asphalt.**

Scope of Work – 3.58

- Materials include primer; fiberglass base sheet, Type G-2, to meet ASTM standards, high performance weight, 33 lb. per 100 s/f, break strength 90 lbf/in. in MD and 70 lbf/in. in XM; Type VI fiberglass felts that meet or exceed ASTM standards; UL listed fiberglass.
- Prepare substrate as required.
- Mechanical fasteners for wood decks, 1" ringed shank nails with 1" capped head as made by Maze or Simplex; for wood fiber decks, Olympic GTL fasteners or approved equal; lightweight deck, Olympic base

ply fastener, Tremco/Olympic base ply fastener, Zonolite base ply fastener or approved equal. (add necessary price lines)
- Starting at low point, install specified base sheet to deck using approved fasteners in accordance with FM I-90 wind uplift requirements.
- Regularly mop four plies of specified fiberglass ply sheets with interply asphalt applied at the rate of 25 lbs. per square per ply, following manufacturer's instruction.
- Top surfacing as specified elsewhere.
- Final system must carry UL, Class A, and FM I-90 approvals and attachment patterns for base sheet.

3.59 **Nailed base sheet, 3 plies Type VI fiberglass felts, fiberglass cap, Type IV (or appropriate Type) asphalt.**

Scope of Work – 3.59
- Materials include: fiberglass base sheet, Type G-2, to meet ASTM D standards, high performance, weight, 33 lb. per 100 s/f, break strength 90 lbf/in. in MD and 70 lbf/in. in XM; ply sheet, G-1, Type VI; asphalt Type IV steep (or appropriate Type) , UL, Class A, ASTM standards.
- Prepare substrate as required.
- Nail base sheet per manufacturer's instruction.
- Plies are to be adhered with approved asphalt at the rate of 25 lbs. per square per ply.
- All felts are to be broomed when applied.
- Fishmouths, voids, wrinkles and puckers will not be accepted.
- Extend all plies 1" above cant and seal.
- Final system must carry UL, Class A, and FM I-90 approvals.
- Top surfacing as specified elsewhere.

3.60 **Base sheet with 4 plies; 2 polyester and 2 fiberglass felts, Type IV (or appropriate Type) asphalt (20-year roof).**

Scope of Work – 3.60
- Materials include primer; fiberglass base sheet, Type G-2, to meet ASTM standards, high performance weight, 33 lb. per 100 s/f, break strength 90 lbf/in. in MD and 70 lbf/in in XM; polyester ply sheets, continuous filament, heat resistant, spun bonded polyester to meet Federal Test Method 101-2031 for punctures, ASTM standards for permeability, weight to be minimum 3.1 lbs/100 square feet as in ASTM D 312-84; Type VI fiberglass felts that meet or exceed ASTM standards, Type VI; asphalt Type IV steep (or appropriate Type), UL, Class A, ASTM standards.
- Prepare substrate as required by prime contractor.
- Continuously mop base sheet and four plies (two plies of polyester and two plies of fiberglass felts). Felts are to be installed in shingle fashion.
- Plies are to be adhered with approved asphalt at the rate of 25 lbs. per square per ply.
- All felts are to be broomed when applied.
- Fishmouths, voids, wrinkles and other ugliness will not be accepted.
- Extend all plies 1"-2" above cant and seal.
- If required, install glaze coat of asphalt at the rate of 15 lbs. per square.
- Top surfacing as specified elsewhere.
- Final system must carry UL, Class A, and FM I-90 approvals and attachment patterns for base ply.

3.61 **Built-up roof, base sheet with 3 plies polyester roofing sheet, Type IV (or appropriate Type) asphalt (20-year roof).**

Scope of Work – 3.61
- Materials include primer; fiberglass base sheet, Type G-2, to meet ASTM standards, high performance weight, 33 lb. per 100 s/f, break strength 90 lbf/in. in MD and 70 lbf/in in XM; polyester ply sheets, continuous filament, heat resistant, spun bonded polyester to meet Federal Test Method for punctures, ASTM standards for permeability, weight to be minimum 3.1 lbs/100 square feet, asphalt Type IV steep (or appropriate Type), UL, Class A, shall meet or exceed ASTM standards.
- Prepare substrate as required by manufacturer.

- Continuously mop base sheet and three plies of heat stabilized polyester with interply mopping of Type IV asphalt (or appropriate Type) at the rate of 25 lbs. per square per ply.
- Plies are to be installed shingle fashion.
- All felts are to be broomed when applied. Do not walk on felts.
- Fishmouths, voids, wrinkles and other irregularities will not be accepted.
- Extend all plies 1" above cant and seal edges.
- If required, install glaze coat of asphalt at the rate of 15 lbs. per square.
- Top surfacing as specified elsewhere.
- Final system must carry UL, Class A, and FM I-90 approvals and attachment patterns for base ply.

3.62 **Built-up roof, base sheet with 3 plies Type G2 fiberglass, cold process adhesive (20-year roof).**
3.63 **Built-up roof, base sheet plus 4 plies Type G2 fiberglass, cold process adhesive (30-year roof).**

Scope of Work – 3.62 through 3.63

- Fiberglass base ply, 28 lb or 33 lb., Type G-2, to meet ASTM D standards, high performance weight, 28 lb. or 33 lb. per 100 s/f, break strength 90 lbf/in. in MD and 70 lbf/in in XM, tensile 80 psi, recommended by manufacturer.
- Cold asphalt adhesive, UL approved, applied at 3 gallons per 100 square feet, inner ply. Must meet SCAQMD VOC limits and contain no asbestos.
- Top surfacing as specified elsewhere.
- Install base plus three or four plies with cold asphalt adhesive at the rate of 3 gallons per square per ply.
- Plies to extend to top of cants and nail 8" o.c.
- Wood nailers to provide membrane termination.
- Final system must carry UL, Class A, and FM I-90 approvals.

3.64 **Built-up roof, base sheet, 1 ply Type VI fiberglass, 1 ply modified bitumen sheet, fire rated, Type IV asphalt (15-year roof).**

Scope of Work – 3.64

- Fiberglass base ply, 33 lb., Type G-2, to meet ASTM standards, high performance weight, 33 lb. per 100 s/f, break strength 90 lbf/in. in MD and 70 lbf/in in XM, approved by manufacturer.
- Asphalt, Type IV steep (or appropriate Type), UL class A, ASTM standards.
- Type VI Fiberglass felts, ASTM D 2178-88A; modified bitumen sheet, SBS elastomers with reinforcement. Thickness: 0.160', ASTM D 751-89. Tensile strength, 148 MD and 122 CD lbf/in., ASTM standards at 0°F.
- Prepare substrate as required by prime contractor.
- Continuously mop base sheet, ply sheet and modified bitumen sheet into specified bitumen, Type IV, ASTM standards.
- Install base sheet and roofing ply starting at low point in shingle fashion with asphalt at rate of 25 lbs. per square per ply.
- Broom felts with broom.
- Install modified bitumen sheet in hot asphalt at a rate of 23 lbs. per 100 square feet. Roll edge to ensure positive bond. Broom out air pockets and voids at application; end lap 12" and staggered 3' minimum. Head lap 4".
- Top surface to be granule unless noted by line item on work order.
- Final system must carry UL, Class A, and FM I-90 approvals.

3.65 **Built-up roof, base sheet, 2 ply polyester roofing sheet, 1 ply modified bitumen sheet, fire rated, Type IV asphalt (or appropriate Type), (20-year roof).**

Scope of Work – 3.65

- Fiberglass base ply, 33 lb., Type G-2, to meet ASTM standards, high performance weight, 33 lb. per 100 s/f, break strength 90 lbf/in. in MD and 70 lbf/in in XM, approved by manufacturer.
- Asphalt, Type IV steep (or appropriate Type), UL class A, ASTM standards; Polyester ply sheet, continuous filament, heat resistant, spun bonded polyester, to meet Federal Test Method standards for punctures, ASTM standards for permeability. Weight to be minimum 3.1 lb./in MD-240 lbf/in.

- Modified bitumen sheet, SBS elastomers with reinforcement. Thickness: 0.160', ASTM D 751-89; Tensile strength, 148 MD and 122 CD lbf/in., ASTM standards at 0°F. Puncture meets FTMS standards (modified).
- Prepare substrate as required.
- Continuously mop base sheet, ply sheet and modified bitumen sheet into specified bitumen, Type IV, ASTM standards.
- Install base sheet and roofing ply starting at low point in shingle fashion with asphalt at rate of 25 lbs. per square per ply.
- Install ply sheets in continuous mopping of asphalt. Broom plies as applied and be sure ply has total adhesion and bleed through.
- Install modified bitumen sheet in hot asphalt at a rate of 23 lbs. per 100 square feet. Roll edge to ensure positive bond. Broom out air pockets and voids at application; end lap 12" and staggered 3' minimum. Head lap 4".
- Extend plies to top of cants and seal. Fishmouths, voids, wrinkles and other irregularities will not be accepted.
- Top surface to be granules unless noted by line item on work order.
- Final roofing system must carry UL, Class A, and FM I-90 approvals.

3.66 **Built-up roof, base sheet, G-2, 33 lb., mechanically attached.**

Scope of Work – 3.66

- Fiberglass base ply, 33 lb., Type G-2, ASTM standards average tensile, 80 psi, approved by manufacturer.
- Nail to substrate to FM I-90 design standards.

3.67 **Built-up roof, base sheet, G-2, 33 lb., Type IV asphalt.**

Scope of Work – 3.67

- Fiberglass base ply, 33 lb., Type G-2, ASTM D standards average tensile, 80 psi, approved by manufacturer.
- Apply asphalt into uniform and continuous mopping at a rate of 25-lbs./100 s/f.

3.68 **Built-up roof, premium asphalt, added cost per ply per square foot.**

Scope of Work – 3.68

- Premium IV asphalt, ASTM standards, high quality steep asphalt (appropriate type), process from highly monitored asphalt flux.
- Apply Premium IV asphalt where specified by work order at minimum rate of 25 lbs. per square per ply.

3.69 **Built-up roof, modified bitumen adhesive, added cost per ply per square foot.**

Scope of Work – 3.69

- Modified bitumen adhesive, a polymer formulation applied as a hot melt adhesive, made of unblown asphalt and modified with selected polymers. Must be both UL and FM approved. Elongation at 77°F, 1000%. ASTM standards.
- Apply modified bitumen adhesive in place of asphalt where specified in work order.
- Interply rate minimum 27 lbs. per 100 square feet.

3.70 **Built-up roof, surface with cold asphaltic surfacing adhesive and gravel.**

Scope of Work – 3.70

- Cold asphalt adhesive, UL approved. Must meet SCAQMD VOC limits and contain no asbestos as per ASTM standards. Density at 77°F, 8.2 lb./gallon, ASTM standards. Non- volatile content 75%.
- Prime if required by work order or if work surface has been contaminated.
- Roof gravel, size 6, ASTM 1863-86.
- If on work order, prime roof surface with asphalt primer.
- Apply flood coat of asphalt adhesive at 5 gallons per 100 square feet.

- Broadcast roof gravel at rate of 500 lbs. per square.
- Rake gravel smooth.
- Completed system must have UL 790 Class A rating.

3.71 **Built-up roof, surface with emulsion and granules.**

Scope of Work – 3.71
- Apply primer as recommended by manufacturer.
- Use high performance rubberized emulsion and #11 white ceramic roof granules.
- Apply emulsion to roof surface at rate of 4 gallons per square.
- Promptly install ceramic roof granules into emulsion at rate of 80 lbs. per 100 square feet.

3.72 **Built-up roof, surface with emulsion and aluminum coating.**

Scope of Work – 3.72
- Apply primer as recommended by manufacturer.
- Use high performance rubberized emulsion.
- Apply emulsion to roof surface at rate of 4 gallons per 100 square feet and let cure for 30 days.
- Install aluminum reflective coating to roof surface at rate of 1 gallon per 150 square feet. Two coats required.

3.73 **Built-up roof, surface with emulsion and white elastomeric coating.**

Scope of Work – 3.73
- Apply water-based asphalt primer as recommended by manufacturer, if required.
- High performance, high solids, reflective, fire retardant coating.
- Apply emulsion to roof surface at rate of .75 gallons per 100 square feet and let cure, per manufacturer's recommendation.
- Apply white fire retardant coating consisting of two coats at a rate of 1 gallon per 100 square feet per coat. Density at 77°F, 12.2 lbs./gallon. Reflectance: Hunter at 90.0. Non-volatile content 67%. VOC 155 q/l, meeting all ASTM standards.
- On vertical surfaces, apply in two coats at the rate of 2 gallons per 100 square feet.

3.74 **Built-up roof, surface with aluminum coating or paint.**

Scope of Work – 3.74
- Aluminum reflective coating. Asbestos content, none. Density at 77°F, 7.95 lbs./gallon. Non-volatile matter, minimum 48%. Metallic aluminum, minimum 11%. VOC 478 q/l, meeting all ASTM standards.
- Prime roof with asphalt primer as recommended by manufacturer, if required.
- Install aluminum reflective coating to roof surface at rate of 1 gallon per 150 square feet. Two coats required.

3.75 **Built-up roofing, surface with high solids white elastomeric coating.**

Scope of Work – 3.75
- Water-based asphalt primer, if required. All materials to be asbestos free. Mastic shall be minimum 80% solids, meeting ASTM standards.
- High performance, high solids, reflective, fire retardant coating.
- Apply high solids elastomeric in one or two applications depending upon climatic conditions. Do not apply below 45°F. Apply in two applications of 2 gallon/100 s/f when temperature range is between 45°-70°F and one coat when temperature exceeds 70°F and relative humidity is below 70%. Density at 77°F, 6.8 lbs./gallon, ASTM standards. Non-volatile content, higher than 62%. Asbestos and VOC, none.

3.76 **Built-up roofing repairs; fibered asphalt mastic, brush grade, with fiberglass mesh.**
3.77 **Built-up roofing repairs; pitch-based mastic, with fiberglass mesh.**
3.78 **Built-up roofing repairs; elastomeric mastic, with fiberglass mesh.**

Scope of Work – 3.76 through 3.78

- Asphalt mastic, Pitch-based mastic, or Elastomeric mastic and reinforcement mesh. All materials shall be asbestos free. Follow all ASTM requirements.
- Apply a 1/8” thick layer of mastic over repair area. Brush in reinforcement mesh removing all wrinkles. Apply second layer of mastic and install second layer of mesh extending 1” past last layer in all directions.
- Always install same number of plies as removed (2 minimum).
- Coat repair work as on work order.

3.79 **Built-up roofing restoration, coal tar pitch roofs.**

Scope of Work – 3.79

- Mastics, as needed.
- Cold applied, penetrating tar base resaturant. All materials shall be asbestos free. Solids by weight, minimum 55%. Density at 77°F, 9.6 lb./gallon, meeting all ASTM standards.
- 1475-85. MVTR 0.03-0.3 g/100 inches squared/24 hours, ASTM standards.
- Size 6, 1/2” round river rock.
- Remove gravel and repair defects as outlined on work order.
- Apply coal tar 8 gallons per 100 square feet, as specified by manufacturer.
- Material is to be spray applied, unless manufacturer only specifies brushing. A mechanical pump with a minimum ratio of 11:1 is to be used for material delivery.
- 9.4.32.7 Warm material for ease of delivery, but must not exceed 110°F. The material will not be thinned in any manner.
- Round river rock size 6, 1/2”, shall be spread evenly on the treated mat surface at the rate of 500 lbs. per 100 square feet. The aggregate shall be clean and new.
- If only a portion of roof mat is designed for re-saturation, then only the same size and type of aggregate will be replaced.

3.80 **Built-up roofing restoration, odorless, coal tar pitch or asphalt roofs.**

Scope of Work – 3.80

- Mastics, as needed.
- Cold applied, ecologically safe, odorless base resaturant. All materials shall be asbestos free. Resaturant water content 40%. Density at 77°F 8.6 lb./gallon. Low temperature flexibility at 45°F, no cracking or loss of adhesion TRC 715, meeting all ASTM standards.
- Size 6, 1/2” river rock, meeting all ASTM standards.
- Remove gravel and repair defects as outlined on work order.
- Apply resaturant, 8 gallons per 100 square feet, as specified by manufacturer.
- Material is to be spray applied, unless manufacturer specifies brushing only. A mechanical pump with a minimum ratio of 11:1 is to be used for material delivery.
- Material should be warmed for ease of delivery, but must not exceed 110°F. The material will not be thinned in any manner.
- Round river rock, 1/2”, shall be spread evenly on the treated mat surface at the rate of 500 lbs. per 100 square feet. The aggregate shall be clean and new.
- If only a portion of roof mat is designed for re-saturation, then only the same size and type of aggregate will be replaced.

3.81 **Single-ply roof, CSPE, 45 mils reinforced, asbestos free, mechanically fastened.**
3.82 **Single-ply roof, CSPE, 60 mils reinforced, asbestos free, mechanically fastened.**

Scope of Work – 3.81 through 3.82

- CSPE membrane, 45 mil or 60 mil, reinforced with high strength polyester scrim (10 x 10).
- Cleaning solvent, tri-chlorethelene.
- Seam adhesive, contact adhesive as supplied by membrane manufacturer.
- Flash adhesive, one part elastomer.
- Seam sealer, one part white silicone as supplied by membrane manufacturer.

- Flashing sheet, CSPE, 45 mil or 60 mil, reinforced.
- Mechanical fastener as specified by membrane manufacturer.
- Starting at low edge of roof, lay roofing sheet parallel to edge of roof, being careful not to fall off. Outside edge to extend below outside edge of wood nailer a minimum of 1/2".
- Install mechanical fasteners and plates at top edge of sheet, as per manufacturer's instructions.
- Lay next run of roofing sheet shingle fashion onto roof surface.
- Each sheet to have a 6" lap minimum. Lay all laps shingle fashion to permit drainage.
- Clean all laps with approved solvent.
- Adhere seams and end laps with contact adhesive, as specified by manufacturer.
- Roll lap with 2" steel roller to ensure positive adhesion.
- Install flashing sheet in flashing adhesive to substrate as specified.
- Caulk at exposed edges of flashings and field seams with silicone sealant, as specified.

3.83 **Single-ply roofing repairs (CSPE, PVC, and EPDM).**

Scope of Work – 3.83

- Materials: single-ply membrane to match existing.
- Adhesive and mastics to match existing.
- Sealant to match existing.
- Clean repair area.
- Make repairs according to work order. All work must conform to existing systems manufacturer's specifications.

3.84 **Flashing membrane, 2 ply, Type IV or Type VI fiberglass.**

Scope of Work – 3.84

- Type VI fiberglass felt, ASTM meeting all ASTM standards, Class I.
- Asphalt, Type IV steep (or appropriate type), ASTM standards, UL labeled.
- Install two plies of felts to flashing area in a continuous mopping of specified asphalt at a rate of 30 lbs. per square per ply.
- Felts not to extend over 12" above roof mat and not less than 8". Ply must extend a minimum of 4" past toe of cant.
- Nail 8" on center with simplex type fasteners or apply pressure bar.

3.85 **Flashing membrane, 1 ply polyester and 1 ply modified bitumen.**

Scope of Work – 3.85

- Polyester heat stabilized roofing ply sheet that meets Federal Test Method, weight 3.1 lbs/100 square feet per ASTM standards.
- Modified bitumen sheet, SBS elastomer with reinforcement. Thickness 0.150 ".
- Asphalt, Type IV steep (or appropriate type), UL class A.
- Install flashing ply as directed by manufacturer in continuous mopping of asphalt at 30 lbs. per square per ply. Not to exceed 12" height above roof, minimum height, 8" with 4" out from toe to cant.
- Nail felts 8" on center with simplex type fasteners or apply pressure bar.

3.86 **Flashing membrane, 2 ply, polyester.**

Scope of Work – 3.86

- Polyester heat stabilized roofing ply sheet that meets Federal Test Method.
- Final surfacing listed elsewhere.
- Install flashing ply as directed by manufacturer in continuous mopping of asphalt at 30 lbs. per square per ply. Not to exceed 12" height above roof, minimum height, 8" with 4" out from toe to cant. Nail 8" on center with simplex type fasteners or apply pressure bar.

3.87 **Flashing membrane, CSPE.**

Scope of Work – 3.87

- Hypalon (CSPE) reinforced, 0.045 thick elastomer molded with high strength polyester scrim that meets ASTM standards.
- Flashing adhesive, elastomeric adhesive, one part, to meet ASTM standards.
- Heavy fibrated asphalt mastic with penetrating oils and plasticizing agents. UL approved, to meet ASTM D standards.
- Reinforced mesh (vinyl coated, woven glass scrim, weight 1.32 lb/100 square feet) per ASTM standards, tensile strength, 75 lbf.
- Install elastomeric reinforced flashing membrane in a continuous application of adhesive at rate of 15 square feet per gallon.
- Remove all air, wrinkles, and voids.
- Flashings to extend 4” past toe of cant onto roof surface.
- Strip inner roof edge of flashing sheet with reinforced mesh and asphalt mastic.
- Attach top of flashing using pressure bar mechanically attached 8” on center.

3.88 **Flashing membrane, CSPE with aluminum coating.**

Scope of Work – 3.88

- Hypalon (CSPE) reinforced, 0.045 thick elastomer molded with high strength polyester scrim that meets the following ASTM standards.
- Flashing adhesive, elastomeric adhesive, one part, to meet ASTM standards.
- Heavy fibrated asphalt mastic with penetrating oils and plasticizing agents, UL approved to meet ASTM standards.
- Reinforced mesh (vinyl coated, woven glass scrim, weight 1.32 ib/100 square feet) per ASTM standards, tensile strength, 75 lbf.
- Install elastomeric reinforced flashing membrane in a continuous application of adhesive at rate of 15 square feet per gallon.
- Remove all air, wrinkles, and voids.
- Flashings will extend 4” past toe of cant onto roof surface.
- Strip inner roof edge of flashing sheet with reinforced mesh and asphalt mastic.
- Attach top of flashing using pressure bar mechanically attached 8” on center.
- Use primer, if requested, or per manufacturer’s instructions.
- Install aluminum reflective coating to roof flashings at rate of 1 gallon per 130 square feet. Two coats required.

3.89 **Polyurethane foam roofing.**

Scope of Work – 3.89

- Material is two component, but may not use CFC’s as blowing agent. Must have rating on Spray Polyurethane Foam (SPF) from UL, Class A.
- Minimum density, 2.75 pcf; minimum compression strength, 40 psi; minimum allowable slope, 1/4” to 12”; minimum thickness of foam, 1” for new, 1.5” for recover; minimum coating thickness (See .12 and .13 below). Coating shall be asbestos free. Non-volatile contents 62% by weight, 70% by volume, per ASTM standards. Density at 77°F 6.8 lb./gallon. (Must meet manufacturer’s UL rated assemblies.)
- Roof prepared as on work order.
- Installation shall be smooth, free from ponding in excess of 1 square foot per 100 square feet, 24 hours after secession of moisture.
- Without exception, surfacing shall be installed the same day as the foam. Any foam left exposed overnight shall be ripped off and reinstalled without any additional cost.
- Foam will be installed according to the most rigid industry standards. (Indicate the standards you will use.)
- Random sampling: if one sample per each 10,000 square feet over the entire project (minimum three samples) show an average deficiency of coating in excess of 5%, the entire area shall be recoated with an additional 15 mils, DFT (dry film thickness), at no additional cost. Should the foam itself be deficient in depth or weight in excess of 5%, it shall be removed and replaced at no additional cost.

- Polyurethane Foam shall be installed over primed concrete decks and existing built-up roofs, according to the Uniform Building Code.
- To recover gravel roof systems, first remove all loose rock, dirt, dead birds and other debris. Prime the roof.
- No existing roof system may contain moisture or wet insulation prior to recover.
- Infrared analysis is required of all insulated recover applications prior to spraying the foam.
- Minimum Dry Film Thickness: Acrylic, 40 mils, minimum fire rating, UL 790, Class A. (Must meet manufacturer's UL rated assemblies.)
- Minimum Dry Film Thickness: Silicone, 22 mils, minimum fire rating, UL 790, Class A. (Must meet manufacturer's UL rated assemblies.)
- No teachers, administrators, or students will be permitted inside any building during or within two hours after the application of any spray polyurethane foam chemicals, unless state laws so require.

3.90 **Single-ply roof, EDPM, 45 mils reinforced, mechanically fastened.**
3.91 **Single-ply roof, EDPM, 60 mils fully adhered.**

Scope of Work – 3.90 through 3.91

- 45 mil or 60 mil, EDPM membrane.
- Lap cleaner, as specified by membrane manufacturer.
- Lap adhesive; contact adhesive by manufacturer, or tape.
- Flashing sheet and mechanical fasteners.
- Hypalon coating and sand, (if applicable) to meet all Class A ratings.
- Lap primer as specified by manufacturer.
- Install roofing sheet parallel to roof edge and over nailer 1/2" minimum.
- Install mechanical fasteners to top edge of sheet.
- Laps to be 6" wide minimum.
- Run all sheets parallel to roof edge to ensure good drainage.
- Clean all laps with lap cleaner.
- Adhere laps with adhesive and let dry.
- Roll in seam using firm pressure; roll adhered seam with 2" steel roller.
- Install flashing sheets to substrate using flashing adhesive.
- Caulk all laps with lap sealer at the rate of 22 linear feet per gallon and tool neatly.
- Terminate top flashings with pressure bar attached 8" on center.
- Assembly must be UL 790, Class A rated.

3.92 **Built-up roof, base sheet with 3 plies trilaminate ply, cold process adhesive.**

Scope of Work – 3.92

- Fiberglass base ply, 33 lb., polyester/glass/polyester trilaminate reinforcement exceeding the requirements of ASTM standards, Type II.
- Cold asphalt adhesive, UL approved, applied at 2.5 gallons per 100 square feet, inner ply. Must meet SCAQMD VOC limits and contain no asbestos.
- Top surfacing as specified elsewhere.
- Install base and three plies with cold asphalt adhesive at the rate of 2.5 gallons per square per ply.
- Plies to extend to top of cants and nail 8" o.c.
- Wood nailers to provide membrane termination. Nail per manufacturer recommendation.

3.93 **Built-up roof, surface with premium asphalt, and gravel.**

Scope of Work – 3.93

- Premium III asphalt, high quality steep asphalt, process from highly monitored asphalt flux.
- Apply Premium III asphalt where specified by work order at minimum rate of 25 lbs. per square foot.
- Roof gravel, size 6.
- If on work order, prime roof surface with asphalt primer.
- Broadcast roof gravel at a rate of 500 lbs. per square.

- Rake gravel smooth.

3.94 **Built-up roof, surface with Fire Retardant Aluminum coating or paint, single coat.**

Scope of Work – 3.94

- Fire rated, asphalt based, fibrated aluminum roof coating formulated with a blend of rust inhibiting oils. Is asbestos free and meets VOC requirements established by the US EPA for metallic pigmented Architectural Coatings. Exceeds the requirements of ASTM standards, Type III.
- Smooth asphalt built-up roof surfaces and modified bitumen surfaces: Apply 2-1/2 to 3 gallons per SQ (1.0 to 1.2 L/m2) maximum.
- Metal surfaces: 2 gallons per SQ (.08 L/m2). Coverage will vary based on texture and porosity of surface.

3.95 **Modified bitumen roof, base sheet, cap sheet, cold Modified Bitumen Adhesive.**

Scope of Work – 3.95

- Fiberglass base ply, 33 lb., Type G-2, to meet ASTM standards, high performance weight, 33 lb. per 100 s/f, break strength 90 lbf/in. in MD and 70 lbf/in in XM, approved by manufacturer.
- Cold process asphalt adhesive 2 gals/SQ (.8 L/m2) per ply.
- Modified bitumen sheet, SBS elastomers with reinforcement. Thickness: 0.160'. Tensile strength, 148 MD and 122 CD lbf/in., shall meet all ASTM standards.
- FTMS 101C 2031 (modified).
- Install modified bitumen sheet in a uniform and continuous application of adhesive. Side laps 4" (100mm) minimum; end laps 6" (150mm) minimum. To assure complete and uniform adhesion, adhesive should exude past lap edges. Install flashings as specified.

3.96 **Built-up roof, 3 plies fiberglass felts, Type IV Asphalt.**

Scope of Work – 3.96

- Ply sheet, G-1, Type VI; asphalt Type IV steep (or appropriate Type), UL, Class A, ASTM standards.
- Prepare substrate as required by prime contractor.
- Continuously mop plies. Felts are to be installed in shingle fashion.
- Plies are to be adhered with approved asphalt at the rate of 25 lbs. per square per ply.
- All felts are to be broomed when applied.
- Fishmouths, voids, wrinkles and other ugliness will not be accepted.
- Extend all plies 1"-2" above cant and seal.
- If required, install glaze coat of asphalt at the rate of 15 lbs. per square.
- Top surfacing as specified elsewhere.

3.97 **Single-ply roof, 45 mils fully adhered with bonding adhesive.**

Scope of Work – 3.97

- 45 mil white thermoplastic single ply comprised of an elastomeric tri-polymer alloy based on Elvaloy and blended with CPE and PVC. Membrane is asbestos free and exceeds the performance requirements of ASTM standards.
- Apply bonding adhesive in a uniform continuous application onto approved substrate 80 to 100 sq. ft./gal (2.0 – 2.5 m2/L).
- Allow adhesive to become tacky prior to placing membrane into the adhesive. Do not allow adhesive to fully dry prior to placing membrane.
- Place membrane into adhesive and broom immediately. Overlap at side laps.
- 3" (76mm) minimum. Overlap at end lap 2" (51mm) minimum.
- Do not apply adhesive over membrane in end lap area. Seal end lap using 45 mil roof membrane (without fleece). Heat weld membrane strip over end lap. Stagger all end laps.
- Heat weld seams according to manufacturer's specifications.

- Provide mechanical attachment of roof membrane at roof perimeter, walls, expansion joints, and all other projections.

3.98 **Single-ply roof, TPO Fleece Back, 45 mils fully adhered with hot asphalt.**

Scope of Work – 3.98

- 45 mil white thermoplastic single ply comprised of an elastomeric tri-polymer alloy based on Elvaloy and blended with CPE and PVC. Membrane is asbestos free and exceeds the performance requirements of ASTM standards.
- Apply asphalt Type IV steep (or appropriate Type) ASTM D-312-84 in a uniform continuous application onto approved substrate 25 lbs/SQ (1.25 kg/m2).
- Place membrane into adhesive and broom immediately. Overlap at side laps.
- 3” (76mm) minimum. Overlap at end lap 2” (51mm) minimum.
- Do not apply adhesive over membrane in end lap area. Seal end lap using 45 mil roof membrane (without fleece). Heat weld membrane strip over end lap. Stagger all end laps.
- Heat weld seams according to manufacturer’s specifications.
- Provide mechanical attachment of roof membrane at roof perimeter, walls, expansion joints, and all other projections.

3.99 **Single-ply roof, 45 mils mechanically attached.**

Scope of Work – 3.99

- 45 mil white thermoplastic single ply comprised of an elastomeric tri-polymer alloy based on Elvaloy and blended with CPE and PVC. Membrane is asbestos free and exceeds the performance requirements of standards.
- Start at the low point of the roof and position a half-width (39” or 991mm)
- Roll roof membrane square with the roof edge. Avoid wrinkles.
- Reposition when necessary.
- Mechanically attach underlying sheet at the lap to the structural deck with fasteners and 2 3/8” (60mm) diameter barbed membrane plates spaced at 6” (153mm) on center (or as specified) down the entire lap with the disc centered 1 1/8” (29mm) from the sheet edge.
- Overlap at side lap: 4.5” (114mm) minimum. Overlap at end lap 3” (76mm) minimum.
- The minimum number of half-width rolls requires at the perimeter is 2. Determine the perimeter width as described in Section 2.2 of Factory Mutual Loss Prevention Data Sheet 1- 28.
- Install the required number of half-width perimeter rolls along the roof edges both parallel and perpendicular to the roll direction in the field of the roof. Overlap perimeter sheets in the corner areas with perimeter fasteners rows installed through both membranes in both directions. Install a minimum 6-inch (150mm) wide cover strip centered over the fastener rows.

3.100 **Single-ply roof, TPO 60 mils fully adhered with bonding adhesive.**

Scope of Work – 3.100

- 60 mil white thermoplastic single ply comprised of an elastomeric tri-polymer alloy based on Elvaloy and blended with CPE and PVC. Membrane is asbestos free and exceeds the performance requirements of ASTM standards.
- Apply bonding adhesive in a uniform continuous application onto approved substrate 80 to 100 sq. ft./gal (2.0 – 2.5 m2/L).
- Allow adhesive to become tacky prior to placing membrane into the adhesive. Do not allow adhesive to fully dry prior to placing membrane.
- Place membrane into adhesive and broom immediately. Overlap at side laps.
- 3” (76mm) minimum. Overlap at end lap 2” (51mm) minimum.
- Do not apply adhesive over membrane in end lap area. Seal end lap using 45 mil roof membrane (without fleece). Heat weld membrane strip over end lap. Stagger all end laps.
- Heat weld seams according to manufacturer’s specifications.

- Provide mechanical attachment of roof membrane at roof perimeter, walls, expansion joints, and all other projections.

3.101 **Single-ply roof, TPO 60 mils mechanically attached.**

Scope of Work – 3.101

- 60 mil white thermoplastic single ply comprised of an elastomeric tri-polymer alloy based on Elvaloy and blended with CPE and PVC. Membrane is asbestos free and exceeds the performance requirements of ASTM standards.
- Install fasteners at a minimum rate of 6 fasteners per 4'x8' board
- 3" (76mm) minimum. Overlap at end lap 2" (51mm) minimum.
- Heat weld membrane strip over end lap. Stagger all end laps.
- Heat weld seams according to manufacturer's specifications.
- Provide mechanical attachment of roof membrane at roof perimeter, walls, expansion joints, and all other projections.

3.102 **Single ply roof, TPO, 60 mils fully adhered with hot asphalt.**

Scope of Work 3.102

- 60 mil white thermoplastic single ply comprised of an elastomeric tri-polymer alloy based on Elvaloy and blended with CPE and PVC. Membrane is asbestos free and exceeds the performance requirements of ASTM standards.
- Apply asphalt Type IV steep (or appropriate Type) ASTM standards in a uniform continuous application onto approved substrate 25 lbs/SQ (1.25 kg/m2).
- Place membrane into adhesive and broom immediately. Overlap at side laps.
- 3" (76mm) minimum. Overlap at end lap 2" (51mm) minimum
- Do not apply adhesive over membrane in end lap area. Seal end lap using 45 mil roof membrane (without fleece). Heat weld membrane strip over end lap. Stagger all end laps.
- Heat weld seams according to manufacturer's specifications.
- Provide mechanical attachment of roof membrane at roof perimeter, walls, expansion joints, and all other projections.

3.103 **Single-ply roof, TPO 80 mils fully adhered with bonding adhesive.**

Scope of Work 3.103

- 80 mil white thermoplastic single ply comprised of an elastomeric tri-polymer alloy based on Elvaloy and blended with CPE and PVC. Membrane is asbestos free and exceeds the performance requirements of ASTM standards.
- Apply bonding adhesive in a uniform continuous application onto approved substrate 80 to 100 sq. ft./gal (2.0 – 2.5 m2/L).
- Allow adhesive to become tacky prior to placing membrane into the adhesive. Do not allow adhesive to fully dry prior to placing membrane.
- Place membrane into adhesive and broom immediately. Overlap at side laps.
- 3" (76mm) minimum. Overlap at end lap 2" (51mm) minimum.
- Do not apply adhesive over membrane in end lap area. Seal end lap using 45 mil roof membrane (without fleece). Heat weld membrane strip over end lap. Stagger all end laps.
- Heat weld seams according to manufacturer's specifications.
- Provide mechanical attachment of roof membrane at roof perimeter, walls, expansion joints, and all other projections.

3.104 **Single-ply roof, TPO 80 mils mechanically attached.**

Scope of Work 3.104

- 80 mil white thermoplastic single ply comprised of an elastomeric tri-polymer alloy based on Elvaloy and blended with CPE and PVC. Membrane is asbestos free and exceeds the performance requirements of ASTM standards.
- Install fasteners at a minimum rate of 6 fasteners per 4'x8' board.
- 3" (76mm) minimum. Overlap at end lap 2" (51mm) minimum.
- Heat weld membrane strip over end lap. Stagger all end laps.
- Heat weld seams according to manufacturer's specifications.
- Provide mechanical attachment of roof membrane at roof perimeter, walls, expansion joints, and all other projections.

3.105 **Single ply roof, TPO, 80 mils fully adhered with hot asphalt.**

Scope of Work 3.105

- 80 mil white thermoplastic single ply comprised of an elastomeric tri-polymer alloy based on Elvaloy and blended with CPE and PVC. Membrane is asbestos free and exceeds the performance requirements of ASTM standards.
- Apply asphalt Type IV steep (or appropriate Type) ASTM standards in a uniform continuous application onto approved substrate 25 lbs/SQ (1.25 kg/m2).
- Place membrane into adhesive and broom immediately. Overlap at side laps.
- 3" (76mm) minimum. Overlap at end lap 2" (51mm) minimum
- Do not apply adhesive over membrane in end lap area. Seal end lap using 45 mil roof membrane (without fleece). Heat weld membrane strip over end lap. Stagger all end laps.
- Heat weld seams according to manufacturer's specifications.
- Provide mechanical attachment of roof membrane at roof perimeter, walls, expansion joints, and all other projections.

3.106 **Single-ply roof, PVC 60 mils mechanically attached.**

Scope of Work 3.106

- 60 mil white polyvinyl chloride single ply comprised of an elastomeric tri-polymer alloy based on Elvaloy and blended with CPE and PVC. Membrane is asbestos free and exceeds the performance requirements of ASTM standards.
- Install fasteners at a minimum rate of 6 fasteners per 4'x8' board
- 3" (76mm) minimum. Overlap at end lap 2" (51mm) minimum.
- Heat weld membrane strip over end lap. Stagger all end laps.
- Heat weld seams according to manufacturer's specifications.
- Provide mechanical attachment of roof membrane at roof perimeter, walls, expansion joints, and all other projections.

3.107 **Single-ply roof PVC 60 mils fully adhered with bonding adhesive.**

Scope of Work 3.107

- 60 mil white polyvinyl chloride single ply comprised of an elastomeric tri-polymer alloy based on Elvaloy and blended with CPE and PVC. Membrane is asbestos free and exceeds the performance requirements of ASTM standards.
- Apply bonding adhesive in a uniform continuous application onto approved substrate 80 to 100 sq. ft./gal (2.0 – 2.5 m2/L).
- Allow adhesive to become tacky prior to placing membrane into the adhesive. Do not allow adhesive to fully dry prior to placing membrane.
- Place membrane into adhesive and broom immediately. Overlap at side laps.
- 3" (76mm) minimum. Overlap at end lap 2" (51mm) minimum.
- Do not apply adhesive over membrane in end lap area. Seal end lap using 45 mil roof membrane (without fleece). Heat weld membrane strip over end lap. Stagger all end laps.

- Heat weld seams according to manufacturer's specifications.
- Provide mechanical attachment of roof membrane at roof perimeter, walls, expansion joints, and all other projections.

Coatings

3.108 **Energy star coating**
3.109 **High tensile coating**
3.110 **Kymax coating**
3.111 **High build acrylic reflective coating**
3.112 **White elastomeric coating**

Scope of Work 3.108 through 3.112

- Apply all coatings according to manufacturer's specifications

3.113 through 3.119 have been intentionally left out of specifications and cost form.

Metal Work

3.120 **Remove standard metal decking**

Scope of Work 3.120

- Before work starts, area below work must be protected and/or barricaded before deck removal begins.
- Remove deteriorated decking.
- Dispose of old decking in an approved dumpsite or with scrap metal buyer.
- All decking must be replaced and covered daily.

3.121 **Install metal decking.**

Scope of Work 3.121

- Steel galvanized metal deck units, meets current ASTM standards, Grade A.
- Use coated self-tapping deck screws.
- All welding per SWA "Structural Welding Code."
- Paint must be rust inhibitive. Existing deck will be painted, where required.
- Install deck units and accessories in accordance with manufacturer's recommendations and final shop drawings.
- Place deck units on supporting steel framework and adjust to final position with ends accurately aligned and bearing on supporting members before being permanently fastened. Do not stretch or contract side lap interlocks.
- Place deck unit in straight alignment for entire length of run of cells and with close alignment between cells at ends of abutting units.
- Place deck units flat and square, secured to adjacent framing without warp or excessive deflection.
- Do not place deck units on concrete supporting structure until concrete is cured and dry.
- Coordinate and cooperate with structural steel erector in locating decking bundles to prevent overloading of structural members.
- Fasten roof deck units to steel supporting members by not less than 1/2" diameter fusion welds or elongated welds of equal strength, spaced not more than 12" o.c. at supports, and at closer spacing where required for lateral force resistance.
- Comply with AWS requirements and procedures for manual shielded metal arc welding, appearance and quality of welds and methods used in correcting welding work.
- Use welding washers where recommended by deck manufacturer.
- Lock side laps of adjacent deck units between supports with screws on 36" centers.
- Provide reinforcement at opening to match that that exists.

3.122 **Install steel plate, two sizes.**

Scope of Work – 3.122

- Galvanized, 10 gauge steel; also, extra heavy-duty, 1/4th inch thick. Mechanically attached to meet local needs. Must be supported to comply with surrounding/adjacent conditions. (Gauge to match existing, as necessary.)
- Angle iron or steel plate, 1/4" mechanically attached to meet local needs. Must be supported to comply with surrounding/adjacent conditions.
- Cover limited openings in a deck. Steel may be used as required in horizontal or vertical conditions, decking, coverings or framing.

3.123 **Remove metal counterflashing.**

Scope of Work – 3.123

- Remove existing counterflashing.
- Dispose of old counterflashing in an approved dumpsite or with scrap metal buyer.

3.124 **Counterflashing, galvanized, 24 gauge, 6" width.**

Scope of Work 3.124

- Sheet steel, meeting ASTM standards, with 1.25 oz. per square foot galvanized coating.
- Hemmed and with a 45° drip edge.

3.125 **Counterflashing, copper, 16 oz., 6" width.**

Scope of Work – 3.125

- Copper, meeting ASTM standards.
- Hemmed and with a 45° drip edge.

3.126 **Remove metal edge, gravel stop, eave strip, or coping.**

Scope of Work – 3.126

- Remove existing counterflashing.
- Dispose of waste in an approved dumpsite or with scrap metal buyer.

3.127 **Metal edge raised, galvanized steel fascia/eave drip; 6" face, hemmed, continuous cleat, 3"deck flange.**

Scope of Work – 3.127

- Steel, meeting ASTM standards, with 1.25 oz. per square feet galvanized coating. In compliance with IBC, standards for edge securement for low-slope roofs.
- Metal fascia with treated wood cant.
- Approved fasteners, according to manufacturer recommendations.
- Install face to roof edge. Installation to comply with fascia manufacturer's specifications.
- Flash (seal) fascia as specified by manufacturer.

3.128 **Gravel stop, galvanized steel, 24 gauge, 6" face.**

Scope of Work – 3.128

- Steel, meeting ASTM standards, with 1.25 oz. per square feet galvanized coating, 24 gauge.
- Solder, alloy grade Sn50A. Neutralize flux after soldering.
- Continuous cleat, 22 gauge sheet steel with 1.25 oz. per square feet galvanized coating.
- Fabricate and install gravel stop per SMACNA and NRCA standards.
- Set flashing in asphalt mastic 3" on center, staggered.
- Strip flange per roofing manufacturer's specifications.
- Install butt plates between sections.

3.129 **Remove metal gutter.**

Scope of Work – 3.129
- Remove existing gutter.
- Dispose of old metal in an approved dumpsite or with scrap metal buyer.

3.130 **Gutter, galvanized steel, ASTM 526, with 1.25 oz/square foot galvanized coating, 24 gauge, 5" box or ogee style, joints and end caps shall be soldered.**

Scope of Work – 3.130
- Install gutters where specified by work order.
- Installation must conform to SMACNA manual details.
- Stiffeners shall be installed 36" o.c.
- Gutters shall have spacers and gutter brackets. Brackets shall be sized per manufacturer's instruction, or 36" on center with gutter spacers spaced equally between brackets.
- Gutter shall be fabricated from flat stock (minimum 1/16 x 1 inch of the same material as the gutter).

3.131 **Gutter, aluminum, .050" thick 5" box or ogee, painted, Kynar finish.**

Scope of Work – 3.131
- Install gutters with approved fasteners where specified by work order.
- Installation must conform to SMACNA manual details, and NRCA and roofing manufacturer's details.
- Stiffeners shall be installed 36" o.c., as will support brackets.

3.132 **Gutter, copper, 16 oz, half round, 5" wide.**

Scope of Work – 3.132
- Install pre-manufactured copper gutters with approved fasteners where specified.
- Installation must conform to SMACNA manual details, and NRCA and roofing manufacturer's details.
- Stiffeners shall be installed 36" o.c., as will support brackets.

3.133 **Gutter, copper, 16 oz, half round, 6" wide.**

Scope of Work – 3.133
- Install pre-manufactured copper gutters with approved fasteners where specified by work order.
- Installation must conform to SMACNA manual details, and NRCA and roofing manufacturer's details.
- Stiffeners shall be installed 36" o.c., as will support brackets.

3.134 **Remove metal downspouts.**

Scope of Work – 3.134
- Remove existing downspouts.
- Dispose of old downspouts in an approved dumpsite or with scrap metal buyer.

3.135 **Downspouts, aluminum, .024" thick, 3" x 4", painted, installed.**
Scope of Work – 3.135
- Materials must have two coats of factory applied baked-on enamel, color selected by owner.

3.136 **Downspouts, GI, 24 gauge 3" x 4", installed.**

Scope of Work – 3.136
- Materials per ASTM standard, with 1.25 oz. per square feet galvanized coating.

3.137 **Downspouts, GI, 24 gauge, 4" round, installed.**

Scope of Work – 3.137
Materials per ASTM standard, with 1.25 oz. per square feet galvanized coating.

3.138 **Downspouts, copper, 16 oz., 6” round, installed.**

Scope of Work – 3.138
- ASTM standard, to match existing spouts.

3.139 **Downspouts, strainer.**

Scope of Work – 3.139
- Copper.
- Galvanized steel. In compliance with IBC standard for edge securement for low-slope roofs.
- Install downspout strainer in gutter, where specified.

3.140 **Metal flashing, apron flashing, 9” wide.**

Scope of Work – 3.140
- 16 oz. copper per ASTM standards.
- Steel, meeting ASTM standards, with 1.25 oz. per square feet galvanized coating.
- Installation must conform to NRCA and roofing manufacturer’s details.

3.141 **Metal flashing, step flashing.**

Scope of Work – 3.141
- 16 oz. copper per ASTM standards.
- Steel, per ASTM standards, with 1.25 oz. per square feet galvanized coating.
- Flashing must conform to SMACNA manual details.

3.142 **Metal splash pan, 16 oz.**

Scope of Work – 3.142
- 16 oz. copper per ASTM standards.
- Steel, per ASTM standards, with 1.25 oz. per square feet galvanized coating.
- Solder and flux.
- Fabricate splash pans a minimum of 12” wide, 18” long, with 1” sides hemmed 1/2” on 3 sides.
- Installation must conform to SMACNA manual details.

3.143 **Metal trim, aluminum, .032” thick, painted.**

Scope of Work – 3.143
- Material shall have a Kynar finish.
- Fabricate and install metal trim to conform to building as specified in work order.
- Installation must conform to SMACNA manual details.

3.144 **Metal storm collar.**

Scope of Work – 3.144
- 16 oz. copper.
- Steel with 1.25 oz. per square feet galvanized coating.
- Stainless steel, 26 gauge.
- Aluminum, .032.
- Install storm collars over all pitched pockets.
- Install in cone shaped configuration per NRCA.

3.145 **Metal coping, galvanized steel, 24 gauge, standing seam.**
3.146 **Metal coping, galvanized steel, 24 gauge, with butt plate.**

Scope of Work – 3.145 through 3.146

- Steel, with 1.25 oz. per square feet galvanized coating.
- Continuous cleat, 22 gauge, galvanized sheet steel.
- Fasteners as specified by roofing manufacturer.
- Fabricate coping cap with standing seams, if applicable per SAMNA details.
- Fascia edges to extend past wood a minimum of 1”.
- Fasten face with continuous lock strip.
- Fasten backside with screws and neoprene washers.

3.147 **Resolder joints in sheet metal.**

Scope of Work – 3.147

- Flux, cleaner, and solder as needed, and experience.
- Wire brush the joint.
- Clean area to be soldered.
- Apply flux and solder as per SMACNA specifications.
- Clean up site when through.

3.148 **Metal edge, aluminum, .050" thick, 6" face, painted.**

Scope of Work – 3.148

- Material shall have a Kynar finish.
- Metal edge shall have a minimum 6" face.
- Fabricate and install metal trim to conform to building as specified in work order.
- Installation must conform to SMACNA manual details.

3.149 **Metal edge, aluminum, free floating fascia system.**

Scope of Work – 3.149

- Metal edge shall have a minimum 6" face.
- Fabricate and install metal trim to conform to building as specified in work order.
- Assemble fascia sections, deck bracket units, and joint plate to form each 10' fascia section.
- Begin at corners. Snap prefabricated corner with joint plates onto first fascia section.
- Position onto corner and loosely secure. Install remaining sections.
- Visually align. Secure deck brackets to wood nailer.
- Install new wood cant strip over deck brackets. Apply roofing membrane to top edge of cant.
- Installation must conform to SMACNA manual details.

3.150 **Parapet Wall Metal.**

Scope of Work – 3.150

- Metal panels are factory roll-formed 26 or 24 gauge steel, coated both sides with a layer of (Galvalume), aluminum-zinc alloy (approximately 55% aluminum, 45% zinc) applied by continuous hot dip method. Triple-spot minimum 0.55 once per square foot as determined by the triple-spot test.
- 26 or 24 gauge galvanized, per ASTM specification, and painted with exterior colors of a full strength, 70% Kynar 500 & Hylar 5000 fluoropolymer coating.
- Panels are designed in accordance with AISI “Specifications for the Design of Light-Gauge, Cold-Formed Steel Structural Members”, or “Cold-Formed Steel Structural Steel Members” and in accordance with sound engineering methods and practices.

3.151 **Metal edge, anodized finished aluminum, free floating fascia system 8 inches.**
3.152 **Metal edge, high performance fluorocarbon finished aluminum, free floating fascia system 8 inches.**
3.153 **Metal edge, anodized finished aluminum, free floating fascia system 6 inches.**
3.154 **Metal edge, high performance fluorocarbon finished aluminum, free floating fascia system 6 inches.**

Scope of Work – 3.151 through 3.154

- In compliance with IBC, securement for low-slope roofs.
- A heavy aluminum extrusion with reinforced hypalon elastomeric sheeting to form a flexible, free floating fascia system capable of accommodating dynamic perimeter roof movement.
- Install per manufacturer's specifications.

New Aluminum Metal Cladding

3.155 **Furnish and install new uninsulated aluminum wall cladding.**
3.156 **Furnish and install new insulated aluminum wall cladding.**
3.157 **Furnish and install new insulated aluminum wall cladding panels (Architecture).**
3.158 **Cladding of roof parapet walls with copings**.

Scope of Work – 3.155 through 3.158

- Set up protection, scaffolding/swingstage as per OSHA requirements.
- The aluminum panels are to be installed only on structurally sound walls. Provide concealed anchorages to the walls as recommended by the panel manufacturer.
- The anchorages should be capable of withstanding the code stipulated wind loads.
- The joints between panels should be overlapping and positively sealed against water and air intrusion.

3.159 **New exterior finish insulation system.**
3.160 **New exterior finish insulation system w/o insulation.**

Scope of Work – 3.159 through 3.160

- Furnish and install an EFIS system as per manufacturer's recommendation.
- Incorporate air and vapor barrier and weeping system as recommended by the manufacturer.

3.161 **New Metal Copings.- New aluminum metal parapet copings.**

Scope of Work – 3.161

- Set up protection, scaffolding/swingstage as per OSHA requirements.
- Field measure the parapet wall for fabrication of the metal coping for tight fit.
- Install wood blocking on top of the wall and anchored to the wall.
- Install continuous cleats on both sides of the wood blocking.
- Install new anodized aluminum coping snapped on tight to the cleats.
- Adjacent sections should be lapped a minimum of six inches and the joints should be sealed watertight with sealants.

Surface Preparation

3.162 **Cleaning of existing steel and surface.**
3.163 **Coating of existing reinforcement.**

Scope of Work – 3.162 through 3.163

- Setup sidewalk protection, perimeter netting as required by local authorities and OSHA.
- Setup swingstage/scaffolding as per OSHA and local requirements.
- Remove all rust from rebars using grinders and other power tools and handheld tools.
- Clean concrete surface free of all laitenace by blowing using compressed air or power washing the surface.
- Coat exposed reinforcing with corrosion inhibitor such as Corr-Bond or Euco #452 LV Epoxy manufactured by Euclid Chemical Company or equal.

Woodwork

3.164 **Demolition of plywood or standard 1" x 6" decking.**
3.165 **Demolition of standard 2" x 6" tongue and groove decking.**

Scope of Work – 3.164 through 3.165

- Before work starts, area below work must be protected and/or barricaded.
- Remove deteriorated decking, nails and fasteners.
- Dispose of old decking that can't be reused in an approved.
- Inspect roof joists; repair or replace.
- All decking must be replaced and covered daily and comply with OSHA, EPA, and local building codes and regulations.

3.166 **Plywood decking, CDX, 1/2" thick (or 15/32" optional).**
3.167 **Plywood decking, CDX, 5/8" thick.**
3.168 **Plywood decking, CDX, 3/4" thick.**

Scope of Work – 3.166 through 3.168

- Plywood panels shall be identified with the American Plywood Association (APA) grade trademark and shall meet the requirements of U.S. Products Standard PS-1 for soft plywood construction.
- All plywood which has any edge or surface permanently exposed to weather shall be of the exterior type.
- Plywood roof decking shall be grade C-D or better with exterior glue.
- Proper fasteners shall be used.
- Verify that surfaces to receive decking are prepared and ready.

3.169 **Standard 1" x 6" decking, tongue and groove.**
3.170 **Standard 2" x 6" tongue and groove decking**

Scope of Work – 3.169 through 3.170

- Wood decking shall be commercial grade with 15% maximum moisture content, single tongue and groove edges with FB-1200 psi. Must be stamped with *dry* stamp.
- Nails must meet Federal Specification for common nails, style 10, cement coated.
- Install decking continuous over three supports.
- Drive deck members tight using short block; do not hammer tongue.
- Nail each member to support with two 30d common blind and face nail for decking up to 2 1/4" thick and 40d common blind and face nail for decking 2 3/4" to 3" thick.
- Toe nail groove to tongue at 40 to 50 degree angle starting l 1/4" from groove edge. Nail to each purlin using 8d common nails.

3.171 **Cants, wood fiber, trapezoidal, 1 1/2" x 5 5/8".**

Scope of Work – 3.171

- Wood fiberboard shall meet ASTM standards, and be asphalt impregnated.
- Type IV (or appropriate type) steep asphalt to meet ASTM standards, and UL Class A.
- Install wood fiber cants set in a continuous mopping of steep asphalt at a rate of 25 lbs. per 100 square feet.

3.172 **Cants, treated wood, 4" x 4" diagonal.**

Scope of Work – 3.172

- 4 x 4 treated wood cut on bias to form cant strip. Southern Pine, No. 2 grade, free from warping and decay. Pressure treated with Chromated Copper Arsenate (CCA) to meet AWPA standards, 0.40 retention and marked.
- Nails must meet current Federal Specification for common nails, style 10, cement coated.
- Install treated cant to wood nailer as outlined in work order.
- Cants to be nailed 16" o.c. and fastened to walls as required by roofing manufacturer.

- Top edge shall be flush with wall.
- Corners are to be mitered to fit snug.

3.173 **Nailer, treated wood, 1" x 4".**
3.174 **Nailer, treated wood, 2" x 4".**
3.175 **Nailer, treated wood, 2" x 6".**
3.176 **Nailer, treated wood, 2" x 8". (Optional)**

Scope of Work – 3.173 through 3.176

- 1 x 4, 2 x 4, 2 x 6 or 2 x 8 (optional) treated wood. Southern Pine, No. 2 grade, free from warping and decay. Pressure treated with Chromated Copper Arsenate (CCA) to meet AWPA, LP22, 0.40 retention and marked.
- Nails must meet current Federal Specification for common nails, style 10, cement coated.
- Install wood blocking as outlined in work order.
- Fasten blocking with approved fasteners in two rows staggered on 24" centers.

3.177 **Curbing, treated wood, 2" x 12".**

Scope of Work – 3.177

- 2 x 12 treated wood. Southern Pine, No. 2 grade, free from warping and decay. Pressure treated with Chromated Copper Arsenate (CCA) to meet current AWPA standards, LP22, 0.40 retention and marked.
- Nails must meet current Federal Specification for common nails, style 10, cement coated.
- Prepare area to receive curb as outlined in work order.
- Fabricate curb to fit opening as outlined in work order.
- Nail or screw curb in place using applicable fastener for deck type.

3.178 **Joist, fir, 2" x 6".**
3.179 **Joist, fir, 2" x 8"**
3.180 **Joist, fir, 2" x 10".**
3.181 **Joist, fir, 2" x 12".**

Scope of Work – 3.178 through 3.181

- 2 x 6, 2 x 8, 2 x 10, or 2 x 12 fir, standard grade or better for light framing; grade 2 or better for structural framing.
- Nails must meet current Federal Specification for common nails, 16d, style 10, coated.
- Bolts, shall meet current ASTM standards, Grade A.
- Lag screws and bolts shall meet current ASTM standards, Type II, Hex Head, Grade B.
- Toggle Bolts, shall meet current Federal Specification, Type I, Class A, Style I.
- Install new joist with crown edge up.
- Support ends of each member minimum 3" of bearing on wood.
- Lap members framing from opposite side of beams, minimum 4".
- Support joist alternately at ends with solid blocking, 2" thick by depth of joist, between members crossing bearing joint.
- When nominal depth to thickness ratio of joist exceeds 6, install bridging at 8' intervals.
- Double rafters at roof openings to provide headers and trimmers and support with metal hangers following local building code.

Standing Seam Metal Roof System (SSMRS)

3.182 **Pre-Engineered SSMRS, products (20-year roof)**

Scope of Work – 3.182

- Pre-engineered metal roofs shall be systems with high locking ribs and concealed fastener clips that will allow the roof to experience natural expansion and contraction without damage to the seams or fasteners during extreme heat and cold conditions.

- When possible, the SSMRS installed will be manufactured by one company.
- The design dead load (weight of the SSMRS components) shall be determined by the manufacturer, and shall not exceed the design load of the structure, as determined by structural analysis
- Wind uplift loads shall meet or exceed FM standards. Thermal loads shall allow a 100- degree temperature range without damage to the structure.
- Structural cold-formed steel framing members and their connections shall be in conformance to AISI standards. Slopes from 1/4:12 to 1/2:12 may require a trapezoidal panel.
- Fasteners shall be zinc-coated, stainless steel or cadmium, aluminum, corrosion resistant steel, or nylon capped steel, as specified by the manufacturer. All exposed metal roof fasteners shall have the same coating and thickness of coating as the panels. Any exposed metal roof fasteners shall be gasketed or have gasketed washers on the exterior side of the covering to waterproof the penetration. Washers shall be neoprene or other equally durable elastomeric material approximately 1/8th inch thick. Screws and bolts shall be as recommended by the manufacturer. Bolts shall have locking washers and nuts. Blind screw-type expandable fasteners shall be not less than 1/4th inch diameter; blind pop rivets shall be at least 9/32-inch diameter
- Steel roof panels shall be designed in compliance with AISI SG-673; aluminum panels shall be designed in accordance with AA ASD-1 and AA ASD-30. On roofs with less than 30 feet of unbroken slope, panels shall be sufficiently long to cover the entire length. When length of run exceeds 30 feet and panel splices are provided, each sheet in the run shall extend over three or more supports. (Sheets longer than 30 feet may be provided, if approved by the buyer.) Runs of variable width panels may be used to maintain panel modularity. Factory punched structural members shall be used with pre-punched trapezoidal panels to ensure maintaining modularity. Panel clip attachments for trapezoidal panels shall be made using self-tapping 3/8” fastener into a pre-punched structural member that will allow for parallel alignment with panel corrugation. Sheets shall cover not more than 16 inches in place. SSMRS with panels in excess of 12 inches in width shall have standing seams rolled during installation by an electrically driven seaming machine. Standing seams shall be not less than 2 inches in height. Sheets shall be square-cut or miter-cut (except for gable end wall sheets that may be customized, as necessary). Roof panels shall have a factory color finish of a polyvinylidene fluoride coating not less than 0.8 mil over a primer coat with a dry film thickness of 0.3 mils on the exposed sides. The interior prime coat shall not be less than 0.3 mils of primer. Sheets shall meet or exceed the salt spray test minimums per current ASTM standards, the panels will show ho evidence of fracturing, no cracking, peeling, blistering, loss of adhesion or corrosion shall be evident. Panels shall pass a 1000-hour test for humidity per current ASTM standards. Factory painted sheets shall be impact resistant, resistant to abrasion, have a specular gloss of 20 or less at an angle of 60 degrees, and be resistant to pollution in accordance with ASTM standards.
- Accessories (see above and below, as necessary) shall be capable of resisting the specified design wind uplift loads and shall allow for expansion and contraction of the panels in the heat and cold. Any exposed fasteners shall not restrict the free movement of the roof panel system. Flashing, gutters, soffits, fascias, trim, metal closures strips, caps, and similar metal accessories shall be not less than the minimum thickness specified for the roofing panels and shall be color coordinated. Molded closure strips shall be closed-cell or solid-cell synthetic rubber or neoprene, or pre-molded polyvinyl chloride to match configuration of the covering. Accessories shall not absorb or retain water or snow. Thermal spacer blocks and other thermal barriers at concealed clip fasteners shall be as recommended by the manufacturer. Gutter liner products including, but not limited to, adhesives, splicing cements, solvents, and sealants shall be only those recommended by the manufacturer. Prefabricated shaped flashings shall be used when possible. Sheared edges shall be hemmed. Membranes shall be ultra-violet resistant materials and shall conform to ASTM standards, Grade 1: Type 1 (EPDM), Class SR, 0.060 inch minimum thickness.
- Concealed anchor clips shall be supplied by the manufacturer. Clip bases shall have factory drilled or punched holes; clips used with panel width greater than 12 inches shall be made from multiple pieces to permit thermal expansion.
- Contractor will use insulation with an R-value as high as practical that will result in the most economy for the buyer (2” minimum required for trapezoid roof panel). The R-value shall be determined using ASTM C 518. Insulation shall be flame resistant, as required in other portions of this IFB. Rigid board insulation shall conform to ASTM standards, Form A, Class 1.
- Sealant shall be elastomeric and contain no asphalt or oil; when exposed, the sealant shall cure to a rubber-like consistency (be non-hardening). Roof panel standing seam shall have a factory-installed continuous sealant.

- Gaskets and insulating compounds shall be non-absorptive and suitable for insulating contact points of incompatible materials. Insulating compounds shall be non-running after drying.
- If the system design calls for subpurlins, they shall meet manufacturers requirements. The uncoated thickness may be a minimum of 0.059 inches if bolts or structural blind fasteners are used to attach the concealed anchor clips to the subpurlins.
- A vapor retarder material of polyethylene sheeting that conforms to ASTM standards. A fully compatible tape must provide equal or better water vapor control, if used.
- The Contractor shall provide, upon request to the agency buyer, the following certifications:
- That the actual thickness of the uncoated steel sheets used on the SSMRS components including roof panels, subpurlins, and concealed anchor clips comply with the specifications;
- That the materials used in the installed components are made from certified steel coil materials;
- That the SSMRS covered by the test report is, in fact, the same type, quality and manufacture as that specified; 4) that the sheets to be furnished are produced under a continuing quality control program and that a representative sample consisting of not less than five pieces have been tested and has met the quality standards specified for factory color finish; 5) mill certification for structural bolts and roof panels; and 6) factory detail drawings of systems details shall be provided.
- Prior to installation, panels that are damaged or discolored will be removed from the worksite; buyer will not be charged for damaged, discolored, or improperly ordered panels or accessories.
- Panels with improperly drilled holes shall not be used in the construction. No panels or parts will be installed that have metal cuttings, hazardous burrs, or exposed foreign material.

3.183 **Subpurlins**

Scope of Work – 3.183

- Anchor the subpurlins to the purlins or other roof members with bolts or screws provided by the manufacturer.
- Spacing shall not exceed 30 inches on centers at the corners, eaves, and roof edges. Spacing shall not exceed 60 inches (5 feet) for the remainder of the roof, unless specified by a structural engineer.

3.184 **Roof panel installation**

Scope of Work – 3.184

- Panels will be installed with the standing seams in the direction of the roof slope. No panels shall be installed that contain tears or punctures.
- Side seam connections for installed panels shall be completed at the end of each day's work.
- Sealant will be applied, as recommended by the manufacturer to achieve water-tight roofing. End flaps, when approved by the buyer, shall be made over framing members.
- Closures, flashings, EPDM rubber boots, and other accessories shall be installed, as per field drawings.
- Exposed fasteners shall be installed in straight lines and shall be permitted only at the rakes, eaves, panel splices, and where required to attach flashings, gutter, and similar accessories.
- Panel splices shall be staggered on all slopes less than 2:12.
- All panel splices on trapezoid panels shall be staggered.

3.185 **Concealed anchor clips**

Scope of Work – 3.185

- Roof panels shall be fastened to framing members with concealed fastening clips or other concealed devices.
- Clips shall be attached to the building's structural system or to the subpurlins with bolts or screws.
- Clips shall be installed as in 3.8.1 above.

3.186 **Vapor retarder installation**

Scope of Work – 3.186

- A general-purpose tape shall be installed over all the seams of the structural roof decking at any penetrating edges, and at all surface areas that exhibit sharp burrs or protrusions.
- A double ply of 6 mil polyethylene sheet shall be installed over the entire deck surface, resulting in 12 mil of covering. (Optional 6 mil single ply may be priced, but only used when approved by the agency buyer.)
- Tape shall be used to seal the edges to the sheets to the decking, to the edge of the roof supporting structure, or to the sheet below.
- Sheet edges shall be overlapped not less than 6 inches.
- Sufficient material shall be provided to avoid inducing stresses in the sheets due to stretching or binding.
- All tears or punctures that are visible in the finished surface at any time during the construction process shall be sealed with the tape.

3.187 **Insulation installation**

Scope of Work – 3.187

- Insulation shall be installed as indicated by the manufacturer (see other sections that apply).

3.188 **Gutters (SSMRS only)**

Scope of Work – 3.188

- Gutters shall terminate at least 1/2 inch away from vertical surfaces. Upper roofs will not drain on lower roofs. Gutters will carry water from upper roofs to the gutter of the lower roof.
- Brackets and spacers shall be fastened to roof nailer by screws and shall interlock with or be fastened to the leading edge of the gutter.
- Spacers shall be 1/16 inch by 1 inch flat stock of the same material as the gutter.
- Brackets and spacers shall be alternated at not more than 36 inches on centers.
- Gutters shall be integral with roof construction and long with high points equidistant from downspouts and shall have a slope of not less than 1/16 inch per foot.
- Metal gutters shall be complete and suitable for liner membrane installation before roofing is begun. Surfaces against which membrane is applied shall be smooth, clean, and free from dirt, water, cigarette ashes, oil, grease, sharp edges and other debris.

3.189 **Flashing.**

Scope of Work – 3.189

- Prefabricated flashing shall be used, where possible.
- Sheared edges of metal flashings that contact the membrane shall be turned into a tight hem.
- Edges of gutter liner shall be flashed.
- Flashing will be used at roof hips and valleys, at roof penetrations, in joints between a roof and a vertical wall, and in places necessary to direct the flow of water or to control moisture.
- The splice shall be sealed a minimum of 3-inches on each side of the fasteners that attach the membrane to the gutter.
- The installed flashing shall be fastened at the top of the flashing a maximum of 12-inches on center under metal counter-flashing on the high side of the gutter.

3.190 **Expansion joints**

Scope of Work – 3.190

- Expansion joints shall be covered using elastomeric flashing in accordance with the manufacturer's recommendations.
- Contractor shall design gutter corners, ends, expansion joints and expansion joint spacing.

3.191 **Snow Retention Assemblies.**

Scope of Work – 3.191

- Furnish all labor, material, tools, equipment and services for the installation of complete snow retention system as directed.
- Include all prefinished metal color strips to match the roof panels, splice connectors for crossmember sections, “SnoClips” if indicated on drawings and any miscellaneous related items necessary for a complete installation.

Roof Specialties and Accessories

3.192 **Remove roof hatch**

Scope of Work – 3.192
- Remove and dispose of in compliance with all laws.

3.193 **Roof hatch, aluminum, various sizes**

Scope of Work – 3.193
- Aluminum hatch, insulation curb and top, Bilco Type S or equal.
- Install hatch as directed on work order.
- Flash per line on work order.

3.194 **Remove existing roof drain, except plumbing**

Scope of Work – 3.194
- Procure new roof drain manufactured by Josam or Smith or equal, to match existing.
- Prepare roof mat in drain area.
- Remove existing roof drain.
- Install new drain and flash.
- Install deck clamp.

3.195 **Install new roof 4” drain, except plumbing.**
3.196 **Install new roof 6” drain, except plumbing.**

Scope of Work – 3.195 through 3.196
- Install new drain and flash.

3.197 **Reflash existing roof drain**

Scope of Work – 3.197
- Asphalt primer per ASTM standards, quick drying.
- 4 lb. sheet lead, ASTM standards.
- Reinforcement mesh, vinyl coated woven glass scrim, weight 1.32 lb/100 square feet per ASTM standards, tensile strength 75 lbf.
- Asphalt mastic, heavy fiberated mastic with penetrating oils and plasticizing agents to meet UL and ASTM standards, 105° flash point per ASTM standards.

3.198 **Plumbing stack, 4# lead flashing.**

Scope of Work – 3.198
- Asphalt primer per ASTM standards, quick drying.
- 4 lb. sheet lead.
- Asphalt mastic, heavy fiberated mastic with penetrating oils and plasticizing agents to meet UL and ASTM standards, 105° flash point per ASTM.
- Install new 4 lb. lead plumbing stack flashing as in work order.
- Prime flashing flange and flash the flange as specified by membrane manufacturer.

3.199 **Scupper, sheet steel, 24 gauge, ASTM A 526, match existing configuration.**

Scope of Work – 3.199

- Steel, with 1.25 oz. per square feet galvanized coating, 24 gauge.
- Solder, alloy grade Sn50A.
- Neutralize flux after soldering.
- Remove old scupper and install new scupper to match existing.
- Flash per manufacturer's instruction.

3.200 **Remove existing walkway, built-up roofs.**

Scope of Work – 3.200

- Furnish trucks, equipment and labor to remove walkways.
- Dispose of materials as in other specifications.

3.201 **Walkway, built-up roofs, desert tan fiberglass.**

Scope of Work – 3.201

- Install modified cap sheet walkway that will neither curl nor shrink.
- Attach as specified by manufacturer.
- Install walkway sheet into a continuous and solid mopping of Type IV asphalt.

3.202 **Walkway, built up roofs, non-skid.**

Scope of Work – 3.202

- Mark out location of the walkway with chalk line on a smooth, clean and dry roof.
- If roof surface is old, oxidized, dirty (bird feathers, grime, etc.), prime work surface at the rate of one gallon of primer per 100-150 s/f. Allow primer to dry. (See primer spec elsewhere.)
- Using hot asphalt or cold adhesive, apply a uniform and continuous application of asphalt adhesive for walk pads.
- Walk pads shall be 3' x 5' x 3/8" and shall weigh about 32 pounds each, being made of asphaltic fiberglass, reinforced with non-skid ceramic granules for a final finish.
- Install with one to three inches of space between pads.

3.203 **Walkway, single ply roof.**

Scope of Work – 3.203

- Mark out location of the walkway with chalk line on a smooth, clean and dry roof.
- If roof surface is old, oxidized, dirty, prime work surface at the rate of one gallon of prime per 100-150 s/f. Allow primer to dry. (See primer spec elsewhere.)
- Install 3' x 5' non-asphaltic walk pads. Walk pads must have a non-skid surface.
- Adhesives must not be asphaltic and must be compatible to the single ply membrane.
- Allow one to three inches of space between pads.
- For areas of high traffic, a 30" wide roll of chopped rubber particles and synthetic binders may be attached to the roof.
- Rolled walkway may be attached with special tape approved by the manufacturer, with hot asphalt, or with a rubber-based adhesive approved by the manufacturer.
- Membrane may also be used as a roof protection layer between HVAC wood sleepers, pipe supporting bracing, and other roof-top equipment that is not anchored to the decking.

3.204 **Roof ventilators**.

Scope of Work – 3.204

- Install roof ventilators per roof membrane manufacturer's specification.
- Vents shall be galvanized, 26 gauge, have no moving parts and shall be screened.

- Vents shall be installed a minimum of 8” above roof surfaces to prevent leaks.
- Vents shall match existing vents, if possible.
- Vents shall comply with all codes.

3.205 **Roof ladder, steel, bolted to concrete, up to 20 feet, without cage.**

Scope of Work – 3.205

- Fixed ladder with walk-thru handrails. Ladders are designed for applications where safe landing access is required. Ladders are one-piece welded assemblies for use in applications less than 20 feet in vertical height.
- Side members are 1/4” x 2” x 2” steel angle with 3/4” corrugated steel round climbing rungs on 12” centers. Standoff mounting brackets are 7”.
- Walk-thru handrails extend 42” above landing surface. Mounting brackets included. Gray lacquer finish is standard. Safety cages are designed to OSHA specifications with flared bottom opening for easy entry.
- Install roof access ladder where specified.
- All fastening, design, and height requirements to comply with local, state and federal codes for access ladders. In compliance with IBC standards for edge securement for low-slope roofs.
- Roof ladder, steel, bolted to concrete, 20 feet and up, with cage.

3.206 **Roof ladder, security ladder guard.**

Scope of Work – 3.206

- Security ladder guard is 6’ long and is mounted directly over the ladder climbing rungs to prevent unauthorized use. Ladder guard has a one-piece continuous hinge and a lockable hasp.
- Mount ladder guard per manufacturer’s instruction.

3.207 **Termination bar, aluminum, 1/4” x 1”.**

Scope of Work – 3.207

- 1 1/4” x 1” extruded aluminum termination bar with caulking cup to meet ASTM standards.
- Fasteners to meet current Federal Specifications, Type II, Style 20, roofing nails; flat head, diamond point, round, barbed shank to wood curbing.
- Lead anchors 1/4” x 1” diameter by specified length to masonry/concrete to meet ASTM standards.
- Install termination bar to specified area per work order.
- Fasten termination bar 8” on center.

3.208 **Pitch pocket, 24 gauge, GI, 6” x 6”, with storm collar, hemmed to outside, soldered corners and seams.**
3.209 **Pitch pocket, 24 gauge, GI, 8” x 8” and 12’ x 12’, with storm collar, hemmed to outside, soldered corners and seams.**

Scope of Work – 3.208 through 3.209

- Prime inside of pitch pan and deck flange. Deck flanges shall have corners filled and soldered. Fill 3/4 of pan with 3000 psi, non-shrink grout and top with fibrated asphalt mastic, non-asbestos, with 9.3 lbs./gallon density.
- Materials per SMACNA or NRCA specifications.
- Install pitch pocket and flash per membrane manufacturer.
- Fasten storm collar and caulk with approved sealant.

3.210 **Pitch pocket, resurface top only.**

Scope of Work – 3.210

- Material needed, asphalt mastic.
- Remove loose materials.
- Fill pitch pocket with mastic, crown 1/2 to shed water, size 6” x 6”, 8” x 8”, 12” x 12”.

3.211 **Expansion joint, butyl or neoprene bellows, galvanized flange.**

Scope of Work – 3.211
- Install materials with fasteners.

3.212 **Expansion joint, CSPE reinforced.**

Scope of Work – 3.212
- Install CSPE reinforced elastomeric membrane with manufacturer specified adhesive.
- Flash as specified by manufacturer.

3.213 **Repair kit for dry repairs**.

Scope of Work – 3.213
- One 3-gallon pail with safety label.
- One roll reinforcing mesh, 6” by 100’.
- One roofing knife.
- One 3” paint brush.
- One 2” margin trowel.
- Two gallons of reinforced flashing mastic.
- One 4” stiff bristle brush.
- One gallon roofing primer.

3.214 **Repair kit for wet repairs.**

Scope of Work – 3.214
- One 3-gallon pail with safety label.
- One 2” margin trowel.
- Two gallons of wet patch, fiber reinforced mastic.
- One 4” stiff bristle brush.

3.215 **Skylights.**

Scope of Work – 3.215
- Curb mounted skylights will be installed with curbs a minimum of 8 inches above the finished roof.
- Skylights will be installed per the instructions of the skylight manufacturer.
- Special energy-efficient and light enhancing skylights may be offered.
- Skylights will be in standard sizes and special sizes, as needed. Sizes will include 3’ x 5’, 4’ x 4’, and 4’ x 8’.
- All OSHA rules related to worker safety around roof openings will be carefully observed.

3.216 **Security/fall bars for skylights.**

Scope of Work – 3.216
- Bars shall meet UBC, OSHA, state and federal requirements when skylights are installed.
- Skylight security/fall bars will be installed per the instructions of the manufacturer.
- Skylight security/fall bars will be in standard sizes and special sizes, as needed. Sizes will include 3’ x 5’, 4’ x 4’, and 4’ x 8’.
- All OSHA rules related to worker safety around roof openings will be carefully observed.

Roof Services

3.217 **Asbestos core testing.**

Scope of Work 3.217

- Asbestos core test size, 2” x 2”.
- Send to accredited lab to produce report on asbestos content.
- Repair hole left by core sample.

3.218 **Core analysis, 14” x 14”.**

Scope of Work 3.218

- Analysis and evaluation of 14” x 14” roof core. Specific information such as tensile strength, membrane type, bitumen type and bitumen softening point, number of plies, shall be provided to determine whether a roof should be restored or replaced.
- Repair hole left by core sample.

3.219 **Non-destructive roof scan, up to 50,000 square feet, full service.**

Scope of Work 3.219

- A.G.A. infrared scanning equipment for rooftop analysis.
- Full service shall include daytime inspection of roof area to be scanned with daytime photos of roof conditions.
- Nighttime infrared scan with painted lines of wet areas and verification of survey results using cores and moisture probes to verify infrared results.
- A comprehensive report that includes outline drawing of building showing location of wet insulation, results of core analysis, roof condition report, energy loss estimate.
- Same service may be offered on projects in excess of 50,000 s/f.

3.220 **Non-destructive roof scan, up to 50,000 square feet, limited service.**

Scope of Work 3.220

- A.G.A. infrared scanning equipment for rooftop analysis.
- Limited service shall include daytime inspection of roof area to be scanned with daytime photos of roof conditions.
- Nighttime infrared scan with painted lines of wet areas and verification of survey results using cores and moisture probes to verify infrared results.
- Does not include the comprehensive report.
- Same service may be offered on projects in excess of 50,000 s/f.

3.221 **Roof inspection services.**

Scope of Work – 3.221

- Daily full-time monitoring of roofing, caulking, decking and waterproofing projects at time of application to ensure successful completion of the project. Written reports verifying how work is progressing will be given to the owner.
- Report shall include progress photos and plan showing area where work was performed and amount of work completed that day.

3.222 **Field/shop drawings, up to 10,000 square feet.**
3.223 **Field/shop drawings, 10,000-50,000 square feet.**
3.224 **Field/shop drawings, over 50,000 square feet.**

Scope of Work – 3.222 through 3.224

- Roof drawing (scaled 1/8”).
- Sectional details.
- Perimeter details (scaled 1 1/2” or 3/4”).

3.225 **Contractor’s warranty, restoration, less than 10,000 square feet, minimum charge**
3.226 **Contractor’s warranty, restoration, over 10,000 square feet, minimum charge.**

Scope of Work – 3.225 through 3.226

- Furnish 5-year manufacturer warranty.
- Cover material failure.
- Cover leak repair.
- Cover contractor two years labor on workmanship.
- Copy to owner on acceptance.

3.227 **Contractor's warranty, reroof, total system, 10 year, less than 10,000 square feet, minimum charge.**
3.228 **Contractor's warranty, reroof, total system, 10 year, more than 10,000 square feet, minimum charge.**
3.229 **Contractor's warranty, reroof, total system, 20 year, less than 10,000 square feet, minimum charge.**
3.230 **Contractor's warranty, reroof, total system, 20 year, more than 10,000 square feet, minimum charge.**
3.231 **Contractor's warranty, reroof, total system, 30 year, less than 10,000 square feet, minimum charge.**
3.232 **Contractor's warranty, reroof, total system, 30 year, more than 10,000 square feet, minimum charge.**

Scope of Work – 3.227 through 3.232

- 10-year, 20-year material and labor.
- Flashings up to termination.
- Blister repairs over 4 square feet.
- Contractor two-year material and labor.
- Provide 2-year, 5-year, 7-year, 10-year, 15-year, and 20 year inspection of roof with written report of conditions.
- Provide list of owner's maintenance items with warranty.

3.233 **Contractors per diem costs for work outside major population areas (over 100,000 population), where travel time exceeds 1 hour one way from contractor's yard.**

Scope of Work – 3.233

- Per diem costs are based on one person (worker) per day, excluding travel.
- Contractor may not charge per diem cost if contracted work can be completed within an eight (8) hour day.
- On projects where overnight per diems are being charged, prime contractor shall be allowed to charge for crews per diem for days where crews were not allowed to work due to poor weather. If crews were allowed to work fewer than 3 hours in a 24-hour day, per diem may be charged.
- Poor weather days must be recorded and reported to the buyer each week. Any days not reported during a single week (Sunday through Saturday) will not be allowed.
- Contractor shall not charge for weather days when days lost are fewer than one crew day per 200 squares.
- In price quotation, indicate geographic areas, by county or region, where the per diem rate becomes effective. No per diem is allowed in major metropolitan counties.

3.234 **Contractor per diem/costs for asbestos abatement planning.**

Scope of Work – 3.234

- All roofing abatement work shall be done in strict accordance with all applicable federal, state and local regulations, standards, codes, and ordinances that govern asbestos abatement.
- The most recent addition of any relevant regulation, standard, codes, and ordinances shall be followed. Where there is conflict among the documents, the most stringent shall be used, unless such use, due to the conflict, puts the district at risk.
- The Contractor shall assume full responsibility and liability for any subcontractor's compliance with all applicable laws, especially pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site, and persons occupying adjacent areas to the roofing site.
- Any additional insurance or bonding costs associated with asbestos abatement will not be the responsibility of the Owner. Such costs are a normal business expense of the contractor and will be covered in the bid response.
- Contractor may base planning costs upon results of core testing and roof scans.

3.235 **Asbestos abatement activities, removal and disposal of waste**

Scope of Work – 3.235

- If required by authorities, contractor will run baseline air samples and area samples prior to and during abatement, with printed results given to the Owner.
- Construction area will have the perimeter roped off with warning or caution tape, as required by OSHA. Asbestos warning signs in English and Spanish (or in the language of the Native American tribe if work is performed on a reservation) will be placed as required by law.
- All OSHA and NESHAP regulations pertaining to safety of workers and emissions must be followed.
- All waste is to be hauled by a hauler with all required state and local licenses. No disposal- bagged materials may be transported on an open truck.
- Disposal must occur at a site that has met all regulatory requirements.

3.236 **Asbestos site monitoring.**

Scope of Work – 3.236

- Monitor, including air sample collection and testing.

3.237 **Annual or semi-annual roof housekeeping and inspection services**

Scope of Work – 3.237

- Inspection includes, but is not limited to, the following: clean and properly dispose of all debris from the roof membrane, gutters and scuppers.
- Repair tears, splits and breaks in membrane flashings with appropriate materials, loose cleats and clips re-secured, exposed fasteners resealed. Repair base flashings, curb flashings, equipment flashings, drains, drain sumps and scuppers and the roof membrane, as needed. Caulking as required sealing open areas and voids.
- Dress up reflective coatings on flashings and new repair work.
- Work provided annually or semi-annually on a mutually agreed schedule between the contractor and the Member.

3.238 **Leak investigation**

Scope of Work – 3.238

- Two professional investigators will trace the source of any leak.
- Repair leaking roof, if inspection determines minor repairs will stop the leak.

3.239 **Minor repair calls**

Scope of Work – 3.239

- When damage or leaks have been discovered and local crews are unable or untrained in repair, the Contractor will dispatch a crew to repair the roof.
- Repairs will be billed at the line item prices in this contract; minor repairs will be billed at an hourly rate if cost is less than the line item. Repair call charges will be above the line item prices.

3.240 **Difficult access or fall restriction surcharge**

Scope of Work – 3.240

- In areas where roofs are not accessible through regular means and methods, a project surcharge may be allowed. Surcharges are allowed when men and equipment must be transported over one or more additional roof areas not being worked on or where fall protection is required in excess of warning lines.
- Any surcharge costs will be determined up front and agreed upon between the Owner and the Contractor and included in the initial cost quotation and purchase order.

3.241 **Excessive hauling**

Scope of Work – 3.241

- A hauling fee will be established when an appropriate landfill is more than 50 miles round trip. Hauling fees will be based on a per trip and per mile charge.
- No hauling fees will be charged when landfills are fewer than 50 miles round trip.
- Landfill charges for dumping, if any, will be determined prior to award of a contract. Only the actual fee charged may be billed to the buyer; receipts that clearly indicate the actual fee must be provided. Contractor is encouraged to pay any landfill costs and not pass the cost to the buyer.
- Hauling and landfill costs must be determined prior to start of work and included in the quotation. Only actual costs may be invoiced. Any actual costs over the quotation will not be passed on to the Owner.

3.242 **Work in secured areas or compounds**

Scope of Work – 3.242

- Secured areas (prisons, military bases, local or state parks, etc.) where access is restricted may require a surcharge on labor, materials, and equipment.
- Any surcharge will be identified in the cost quotation.

4. GENERAL REQUIREMENTS

4.1 Contractor to supply all labor, supervision, materials, supplies, equipment, transportation, tools, and all effort necessary (including testing and all personal protection equipment), to perform the specifications herein.

4.2 All roofing materials shall meet or exceed American Society for Testing and Materials (ASTM) standards, as well as other standard for various materials specified herein.

4.3 Each contractor assigned to this contract shall have the licenses, tools, equipment, materials, and technical ability to provide services.

4.4 Contractor shall have five (5) experience installing roofing systems as described in the Scope of Work section of this IFB. Contractor shall be trained and certified by the roofing manufacturer for the type of system and the warranty required.

4.5 Quality: All work performed by the Contractor shall be subject to inspection and approval by the requesting Member. Standard of quality and performance indicated in the specifications and scope of work shall be understood as the minimum requirements. Unless otherwise indicated in the specifications or drawings, all work shall be done in accordance with specifications and/or recommendations of the manufacturer of the product to be applied.

4.6 When any aspect of a project is not covered by a specification, building code, or standard, the minimum standard for good and workmanlike construction shall be established usage, procedures and acceptable industry standards.

4.7 All work shall be accomplished in a manner to match adjacent existing work in the same area or on same elevation where practicable. Contractor will not make adjustments to or alter in any manner member's existing facilities without prior approval from member.

4.8 Upon request from Member, contractor shall obtain permits required for a job. Member shall reimburse contractor for actual cost of such permits. No amount for overhead and profit will be allowed for permits.

4.9 Delivery: Materials will be delivered to the worksite in new, dry, unopened, and well-marked containers showing product and contract vendor's name. Damaged or unlabeled materials will not be accepted.

Materials will be delivered in sufficient quantity to allow for continuity of work. Delivery will be coordinated with member's representative. Damaged or rejected materials shall be immediately removed from the work area.

4.10 Change Orders: Contractor shall keep a record at jobsite of all changes and corrections to the layouts shown in the drawings. Contractor shall promptly enter all such changes and corrections on record drawings.

4.11 Safety: Contractor shall be responsible for initiating, maintaining, and supervising all safety programs in connection with this work. Contractor shall observe all current applicable safety regulations as required by OSHA or governing agency(ies) with jurisdiction over the project.

Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to the following:

a) All employees on the worksite and all other persons who may be affected thereby.
b) All the work, materials, and equipment to be incorporated therein.
c) Other properties at the site of, adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
d) Contractor must keep an acceptable E-Mod Rate determined by the 1GPA Member if requested.

The Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape, and other safety/traffic equipment required to protect its employees, the public, surrounding areas, equipment, and vehicles. The flow of vehicular traffic shall not be impeded at any time during this project. The safety of the Contractor's employees and the public is of prime concern and the Contractor must take all necessary steps to assure proper safety during the performance of this agreement.

Safety Data Sheet (SDS) forms required for compliance with OSHA safety and health standards shall be supplied by the contractor.

4.12 Removal and Disposal**:** Contractor shall remove from the worksite and dispose of removed roofing products as soon as possible in accordance with current applicable federal, state and local codes.

Contractor shall not dump or put any waste into dry wells, dumpsters or landscape areas at any time.

Final cleanup shall include the contract vendor replacing any materials disturbed as a result of erecting or removing barricades, remove and properly dispose of all debris generated, and repair all damages caused by work performed.

4.13 Equipment: The equipment shall comply with all applicable OSHA, industry and local government safety procedures, rules, and regulations. The Contractor must utilize safe and serviceable equipment capable of transporting required material and equipment to each job site:

4.14 Subcontractors: If the Contractor uses subcontractors for any trade work, the contract vendor shall guarantee that all work and materials used meet the specifications and requirements of an awarded contract. Any work that fails to meet specifications and requirements of this contract shall be brought up to specifications at no additional cost to the member, and in a reasonable time frame.

4.15 Compliance with Federal, State, and Local Regulations: All work must comply with OSHA, and any local regulations in effect at each service occurrence. Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments. If the Contractor is found to be not in compliance with said Federal, State, County, and/or Municipal safety rules, ordinances, policy, procedure, or codes, the Contractor may be placed on suspension until such non-compliant issues are rectified.

5. SCHEDULING REQUIREMENTS

5.1 The Contractor shall have the ability to create and manage numerous individual accounts for order placement, billing, and reporting purposes.

5.2 Contractor shall coordinate all installation schedules with the Member's point of contact before beginning work. Weekend work may be permitted if approved by member.

5.3 The Contractor shall be prepared with well-maintained equipment inventory/materials and satisfactory transportation for delivery at the work site to meet the customer demand and delivery requirements.

5.4 Labor rates bid shall include all direct labor and burden, equipment, small tools, common expendables.

6. ORDERING AND JOB COMPLETION PROCESS

The following is a listing of the requirements the ensuing contractor(s) must comply with when completing project work for any eligible user Member under this contract:

6.1 **Request for Service:** The 1GPA Member will notify the contractor of the need for services. Request for quote/estimate for the provision/installation of a specific scope of work will be issued by the Member.

6.2 **Site Visit:** Dependent upon the complexity/nature of the project, a predetermined and/or pre-identified site visit may be held by the Member to ensure the contractor(s) are aware of important issues regarding the project to ensure accurate cost estimates.

6.3 **Project Quotations:** After a site review of the project, contractor shall submit the project quote to the Member within the specified time frame. The submitted project price quote is to be all-inclusive of all costs for the Project in accordance with the following guidelines:

- Name, Address and location of the Project(s)
- Tasks/milestones, estimated key personnel, number of hours and estimated deadline
- Deliverables, assumptions and variables
- Drawings
- Sub-Contracts, if applicable
- Reporting requirements
- Fixed prices and pricing schedules
- Quoted pricing to include installation of roofing materials, parts, labor, removal and disposal of existing roof in accordance with IFB requirements and specifications.
- All change orders to a project must be in writing, referencing the contract number and approved by the Member prior to authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional costs without payment.

6.4 **Purchase Order:** Based on Contractor's quotation, if acceptable in accordance with contract terms and conditions, member and contract vendor will agree to the scope of work in writing and signed by both parties, which shall describe but not be limited to: condition of the site prior to start up; the work to be done; specific responsibilities of each party for all tasks; milestone with dates; progress payments and other information needed to complete project. Contract vendor shall provide a copy of this signed agreement to 1GPA, if requested.

No work shall commence until a purchase order is issued by the requesting Member.

6.5 **Delivery and Installation:** Contractor will notify the Member when material has been received and provide a proposed project completion date. Installation shall start within seven (7) working days after material is received. Installations will not start without prior approval of the Member's authorized representative. Contractor shall assign a supervisor or contact person for each job who has the ability to communicate with Member's designated point of contact.

6.6 **Site Visitation:** When requested by the Member, the contractor will arrange a meeting at the site with supervisor and the Member to review site conditions, security procedures, work responsibilities, loading and unloading restrictions, etc.

6.7 **Invoicing:** After completion of services, the Contractor shall submit an invoice to the Member:
All invoicing for include:

- Purchase order number
- Terms as per bid
- Contract number
- Job site name and location

- Project description
- Project cost
- Change order cost (if applicable)
- If change orders have been implemented – must be separately line-itemed priced
- Grand total of invoice

Invoicing that does not have all the required information as listed above may be sent back to contractor for corrections, delaying payment to Contractor.

6.8 **Payment After Job Completion:** Payment shall not be provided until inspection is completed and an approval signature is provided by authorized member representative. In case of non-satisfactory completion of any individual project, the member reserves the right to withhold payment as permissible by law.

6.9 **Progress Payments** - Members may make progress payments under the following conditions:

- Member and Contractor agree to the terms of the progress payments prior to issuing a purchase order
- Purchase order describes the amounts or percentages and the dates or frequency of payments
- Payments are made in full compliance with Member's local governing entity rules.

BID FORMAT

1) **BID FORMAT:** To aid in an efficient evaluation, it is desired that all bids follow the same general format.

   1GPA will not provide any reimbursement for the cost of developing or presenting bids in response to this IFB. Failure to include the requested information may cause a bid to be considered NON-RESPONSIVE or REJECTED.

2) **MINIMUM REQUIREMENTS CHECKLIST:** Provided is a checklist for bidders to ensure all requirements to be considered both RESPONSIBLE AND RESPONSIVE have been enclosed in the bid package.

3) **QUESTIONNAIRES:** Questionnaire forms have been provided to ensure all bidders provide pertinent information regarding responsibility and responsiveness. 1GPA will accept information provided on separate sheets, however, information shall be provided in the same order in which it is requested in the Bid Format:

BID FORMAT (MINIMUM REQUIREMENTS) CHECKLIST		
TAB 1	**QUALIFICATIONS AND EXPERIENCE / RESPONSIBILITY CRITERIA**	✓
	Form 1: Qualifications and Experience / Key Personnel, Bonding Mythology, and Roofing System (Pages 74 - 75)	☐
	Form 2: Financial Disclosure Questionnaire (Pages 76 - 77): Complete form and provide additional forms if needed.	☐
TAB 2	**ROOFING SERVICES OFFERED IN BID**	✓
	Form 3: Roofing Services Offered Summary (Page 78)	☐
	Form 4: Geographical Locations (Page 79 - 80)	☐
TAB 3	**COST**	✓
	1. Form 5: Cost (Page 81)	☐
TAB 4	**PAST PERFORMANCE**	✓
	Form 6: Past Performance. (Page 82)	☐
	Form 7: References (Page 83): Complete form- list a minimum of 5 client references.	☐
	Form 8: Performance Evaluation Surveys (Page 84): A minimum of 3 “Performance Evaluation Surveys” (form provided in this solicitation) should be sent to clients to complete and return to you or send directly to 1GPA. In substitution of a “Performance Evaluation Survey”, Letters of References recently dated (within 1 year) may be provided. Either method is acceptable for compliance with Past Performance evaluation. All surveys collected by your firm should be submitted in this section with your sealed bid. If time does not permit your firm to include forms received in your sealed bid, your client may send forms directly to 1GPA via email by the due date and time for consideration in evaluations.	☐

BID FORMAT (MINIMUM REQUIREMENTS) CHECKLIST		
TAB 5	**RESPONSIVENESS / COMPLIANCE**	✓
	Form 9: Responsiveness / Compliance (Pages 85)	☐
	OVERALL SUBMITTAL INSTRUCTIONS	✓
	A. **One (1) original hardcopy** of all documents CLEARLY LABELED "ORIGINAL". Original hardcopy will be stored in the procurement files and may not be viewed by the evaluation committee members at time of evaluations.	☐
	B. **Two (2) COPIES (hardcopy) in the same format as the Original**. Copies will be utilized by key evaluation committee members and offeror's should not "refer to original" in copies provided.	☐
	C. Two (2) flash drives providing all bid documents in PDF Format, Excel (Cost Form). **Electronic bid documents should be in the same format as the hardcopy with folders designated for each TAB specified in the Bid Format below.**	☐
	D. Respondents should clearly identified Sealed Bid as follows: 1GPA 1910 W. Washington St. Phoenix, AZ 85009 **IFB 21-06P, Roofing Services**	☐
	E. Bids shall be signed by an owner, partner or corporate official who has been authorized to make such commitments.	☐

FORM 1: QUALIFICATIONS AND EXPERIENCE/RESPONSIBILTIY CRITERIA – TAB 1

QUALIFICATIONS AND EXPERIENCE / RESPONSIBILITY CRITERIA: *Additional sheets may be utilized.*

1. INTRODUCTION AND QUALIFICATIONS STATEMENT: Please provide an executive summary of your firm's history, qualifications and experience in providing products and services as referenced in the scope of work for this solicitation. It is the vendor's responsibility to demonstrate competence and experience in the industry. Please include a history of the firm, including the length of time bidder has been in business, location of office(s) and specifically experience as it relates to the specifications

2. KEY PERSONNEL: Provide information regarding the key personnel, their years of service in the industry, and an organizational chart for 1GPA to clearly understand the organizational structure and competence to service the contract. Keep in mind this contract will serve the cooperative members of 1GPA not just the Lead Agency.

FORM 1: QUALIFICATIONS AND EXPERIENCE/RESPONSIBILTIY CRITERIA – TAB 1

3. BONDING METHODOLOGY: Provide a detailed description of the methodology to be used when bonds are applied to projects. Describe in detail the method your surety company requires (e.g., bonds are applied before sales tax is applied, bonds are applied after sales tax is applied, etc.) 1GPA will use this information for Members to verify that your firm is consistently charging bonds in a consistent manner under the awarded contract.

4. ROOFING SYSTEMS: List the manufacturer roofing systems your firm has been properly train to provide and install. Include the number of years your firm has been authorized by the manufacturer.

FORM 2: FINANCIAL DISCLOSURE QUESTIONNAIRE – TAB 1

Offeror shall complete each item using attachments if necessary. Attachments shall indicate the item number and heading being referenced as it appears below. Please respond "Not Applicable", "N/A", or "none" as needed instead of leaving items blank. Failure to complete may result in the rejection of proposal as unresponsive:

1.	Within the past five years, has the vendor, any principal, owner, officer, major stockholder, affiliate or any person involved in the bidding, contracting, or leasing process been the subject of any of the following: ***For each Yes answer** to questions listed in the section, provide on additional sheets regarding the finding, including but not limited to parties involved, cause, current status, resolution, etc.*	
	(a) A judgment or conviction for any business related conduct constituting a crime under federal, state or local government law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?	☐ Yes ☐ No
	(b) A criminal investigation or indictment for any business related conduct constituting a crime under federal, state or local government law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing or bid collusion or any crime related to truthfulness and/or business conduct?	☐ Yes ☐ No
	(c) An unsatisfied judgment, injunction or lien for any business-related conduct obtained by any federal, state or local government agency including, but not limited to judgments based on taxes owed and fines and penalties assessed by any federal, state or local government agency?	☐ Yes ☐ No
	(d) An investigation for a civil or criminal violation for any business-related conduct by any federal, state or local agency?	☐ Yes ☐ No
	(e) A grant of immunity for any business related conduct constituting a crime under federal, state, or local governmental law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	☐ Yes ☐ No
	(f) Any licenses/certifications denied, revoked or suspended or provisionally issued?	☐ Yes ☐ No
	(g) A federal, state or local government contract suspension or termination for cause prior to the completion of the term of a contract?	☐ Yes ☐ No
	(h) A federal, state or local government suspension or debarment from the contracting process?	☐ Yes ☐ No
	(i) An administrative proceeding or civil action seeking specific performance or restitution in connection with any federal, state or local contract or lease?	☐ Yes ☐ No
	(j) A federal state or local determination of willful violation of any public works or labor law or regulation?	☐ Yes ☐ No
	(k) A sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license?	☐ Yes ☐ No
	(l) An Occupational Safety and Health Act citation and notification of Penalty containing a violation classified as serious or willful?	☐ Yes ☐ No
2.	During the past three years, has the vendor failed to file returns or pay any applicable federal, state or local government taxes? ***If yes,** identify the taxing jurisdiction, type of tax, liability year(s) and tax liability amount the company failed to file/pay and the current status of the liability.*	☐ Yes ☐ No

FORM 2: FINANCIAL DISCLOSURE QUESTIONNAIRE – TAB 1

3.	Has the vendor had any bankruptcy proceedings, assignments for the benefit of creditors or other measures taken for the protection against creditors been initiated by or against the vendor or its affiliates within the past seven years (whether or not closed) or is any of the aforementioned proceedings pending by or against the vendor or its affiliates, regardless of the date of filing?	☐ Yes ☐ No
4.	Does the vendor have at least five years of experience working with public sector agencies (schools, cities, municipalities, etc.)?	☐ Yes ☐ No
5.	Does the vendor have the financial resources necessary to fulfill the requirements of the proposed contract?	☐ Yes ☐ No
6.	Is the vendor a division or subsidiary of another firm? ***If yes,** provide the name and address of the parent firm. Include a description of the working relationship between the vendor and the parent firm. Specify what impact if any, the relationship will have on the vendor's ability to meet the requirements for services described in the solicitation.*	☐ Yes ☐ No
7.	Has the vendor ever had a name change? ***If yes,** provide all names formerly known as.*	☐ Yes ☐ No
8.	Provide the vendor's annual sales for the last three years: 2019: _____ 2018: _____ 2017: _____	

The undersigned personally and on behalf of the vendor identified herein, does hereby state and certify that the information given above is true, accurate and complete. It is further acknowledged that 1GPA will rely upon the information contained herein and in any attached pages for purposes of evaluating vendor's responsibility for contract award and 1GPA may, in its discretion, by means which it may choose, verify the truth and accuracy of any statements made herein and may request a copy of audited financial statements for the immediate past two fiscal years.

_____ _____
Name of Business Signature of Officer

_____ _____
Address Printed Name of Officer

_____ _____
City, State, Zip Title

FORM 3: ROOFING SERVICES OFFERED SUMMARY – TAB 2

ROOFING SERVICES OFFERED: *Additional sheets may be utilized.*

1. Provide a detailed explanation as to how your goods and/or services will meet the needs of the contract as outlined in the scope of work for this IFB. Describe any exclusions and/or limitations of services that your firm is unable to submit a bid for.
2. Provide information regarding warranty and maintenance services offered by your firm, as applicable. If your firm does not provide warranty and maintenance services, provide information on how members would obtain warranty and maintenance services
3. Provide a contact person and phone number for warranty and maintenance service.

FORM 4: GEOGRAPHICAL LOCATIONS – TAB 2

Place an "X" in the box(es) next to the geographical locations served by your firm. Mark the appropriate "All" boxes if your firm provides products and/or services to all states listed in a Division (no need to mark each state individually).

REGION 1: Northeast

Division 1: New England	All	
	Connecticut	
	Maine	
	Massachusetts	
	New Hampshire	
	Rhode Island	
	Vermont	
Division 2: Mid Atlantic	All	
	New Jersey	
	New York	
	Pennsylvania	

REGION 2: Midwest

Division 3: East North Central	All	
	Illinois	
	Indiana	
	Michigan	
	Ohio	
	Wisconsin	
Division 4: West North Central	All	
	Iowa	
	Kansas	
	Minnesota	
	Missouri	
	Nebraska	
	North Dakota	
	South Dakota	

REGION 3: South

Division 5: South Atlantic	All	
	Delaware	
	Florida	
	Georgia	
	Maryland	
	North Carolina	
	South Carolina	
	Virginia	
	District of Columbia	
	West Virginia	
Division 6: East South Central	All	
	Alabama	
	Kentucky	
	Mississippi	
	Tennessee	
Division 7: West South Central	All	
	Arkansas	
	Louisiana	
	Oklahoma	
	Texas	

REGION 4: West

Division 8: Mountain	All	
	Arizona	
	Colorado	
	Idaho	
	Montana	
	Nevada	
	New Mexico	
	Utah	
	Wyoming	
Division 9: Pacific	All	
	Alaska	
	California	
	Hawaii	
	Oregon	
	Washington	

FORM 5: COST – TAB 3

COST: Instructions to provide cost information is provided below. Please utilize this checklist to ensure all cost information has been provided:

INSTRUCTIONS:	✓
• 1GPA's 1% administration fee shall be included in offeror's net price. Contractor shall not add the administration fee to approved contract prices.	☐
• Complete all applicable pricing as it pertains to your firm's offerings on the attached EXCEL Spreadsheet labeled "*IFB 21-06P COST FORM*".	☐
• All pricing must be filled out electronically and saved in EXCEL format. DO NOT complete by handwriting in ink. EXCEL format should be unlocked for the purposes of evaluating costs submitted.	☐
• When COST FORM is completed, print out all forms and include a hardcopy in this section of your bid and save as a PDF for your PDF submission also- this will ensure the integrity of pricing submitted and avoid potential rejection of bids in the event an excel spreadsheet does not function properly when opened electronically (a common occurrence).	☐
• Remember to SAVE each worksheet as you go to ensure your worksheet is complete prior to saving to the thumb drive.	☐
• Submit any additional price lists or explanation of cost as applicable to your firm as needed for products/services not addressed in the Cost Form. It is the Offeror's responsibility to be thorough in explaining how costs are applied for products, services, and applicable regions.	☐

FORM 6: PAST PERFORMANCE – TAB 4

PAST PERFORMANCE: *Additional sheets may be utilized.*

Provide a description of any past, relevant work with the Members of 1GPA or any other school district or public sector clients. Include a brief summary of the work completed. Bidders are responsible to provide information to show records of positive Past Performance history.

FORM 7: REFERENCES FORM – TAB 4

Offeror shall list below a minimum of five (5) client references for performance history that are similar in scope of work to this solicitation.

It is the Offeror's responsibility to request reference letters OR send each client a Performance Evaluation Survey for them to complete and return to 1GPA by the due date and time. Either method of reference checks will be acceptable by 1GPA. A minimum of 3 letters of reference recently dated (within 1 year).

1. Client Reference:_____
Street Address:_____
City:_____ State:_____ Zip:_____
Contact Name:_____ Phone:_____
Date of Contract Initiation: _____
Description of Services Provided: _____

2. Client Reference:_____
Street Address:_____
City:_____ State:_____ Zip:_____
Contact Name:_____ Phone:_____
Date of Contract Initiation: _____
Description of Services Provided: _____

3. Client Reference:_____
Street Address:_____
City:_____ State:_____ Zip:_____
Contact Name:_____ Phone:_____
Date of Contract Initiation: _____
Description of Services Provided: _____

4. Client Reference:_____
Street Address:_____
City:_____ State:_____ Zip:_____
Contact Name:_____ Phone:_____
Date of Contract Initiation: _____
Description of Services Provided: _____

5. Client Reference:_____
Street Address:_____
City:_____ State:_____ Zip:_____
Contact Name:_____ Phone:_____
Date of Contract Initiation: _____
Description of Services Provided: _____

FORM 8: PERFORMANCE EVALUATION SURVEY – TAB 4

Subject: Invitation For Bids 21-06P Roofing Services

Company Being Surveyed: _____

To Whom It May Concern:
1GPA is currently undergoing Performance Evaluations for the vendor listed above regarding their response to a current solicitation. The information will be used to determine the Past Performance and Qualifications of the above firm. 1GPA would greatly appreciate you taking a few minutes out of your busy day to complete the questionnaire below.
Please evaluate the performance of the vendor (**10 means-you are Always satisfied, 5 means- you are Sometimes satisfied, and 1 means- you are very Dissatisfied because of very poor performance**). If you do not have sufficient knowledge of in a particular area, leave it blank.

NO.	Criteria	Unit	Score
1	Ability to maintain schedule and provide results in a timely manner	(1-10)	
2	Quality of Products and/or Service	(1-10)	
3	Ability to understand the needs of the your agency	(1-10)	
4	Vendor's participation and assistance when "issues" arise	(1-10)	
5	Close out process (invoicing, no unexpected/hidden fees)	(1-10)	
6	Billing statements provided are easy to understand	(1-10)	
7	Ability to follow your agency's rules, regulations, and requirements	(1-10)	
8	Communication with your agency regarding schedules and timelines	(1-10)	
9	Vendor provides value added services with satisfaction of your agency	(1-10)	
10	Overall customer satisfaction based on performance (comfort level in using vendor again)	(1-10)	

Total Points _____

Any additional comments regarding vendor/services provided: _____

_____

_____ _____
Signature Date

_____ _____
Printed Name Title

_____ _____
Organization Phone Number

Thank you for your time and effort in assisting the vendor in this important endeavor. Please email this survey back to the firm requesting it as soon as possible so they can include in their response.

If preferred, you may email this form directly to Rebecca Seifert at rseifert@1gpa.org. PLEASE RETURN THIS FORM TO 1GPA NO LATER THAN February 18 @ 10:30 AM, AZ TIME.

FORM 9: RESPONSIVENESS/COMPLIANCE – TAB 5

1. **RESPONSIVENESS / COMPLIANCE:** Bidders shall confirm that all documentation requested herein has been completed, signed, and submitted, or state the reason if not applicable.

2. **GENERAL FORMS AND CONTRACT REQUIREMENTS:**

	DESCRIPTION:	Check	If Not Applicable, please state reason below:
a	Bid and Contract Acceptance Form (Page 5)	☐	**REQUIRED**
b	Confidential/Proprietary Submittals (Page 86)	☐	
c	Deviations/Exceptions (Page 87)	☐	
d	Non-Collusion Affidavit (Page 88)	☐	**REQUIRED**
e	Anti-Trust Certification Statement (Page 89)	☐	
f	MWBE and HUB (Vendor Questionnaire) (Page 90)	☐	
g	Debarment Certification (Page 91)	☐	
h	EDGAR Certifications (Pages 92-96)	☐	
i	Asbestos and Hazardous Material Statement (Page 97)	☐	**REQUIRED**
j	Bid Bond, $100,000.00 (Page 98) - The Bid Bond is **REQUIRED** in order to secure contract awards to contractors that are able to meet members' bonding requirements	☐	**REQUIRED**
k	Performance and Payment Bonds (Pages 99 & 100) will be submitted to requesting members prior to commencing construction. This requirement may be waived at the discretion of the member and may not be applicable to non-construction purchases or purchases under the bid threshold for the purchasing agency.	☐	**Note: These are samples only that vendor acknowledges this requirement for 1GPA Members when applicable**
l	Sample Certificate of Insurance form (Page 101) (*Sample only*)	☐	**REQUIRED**
m	IRS W-9 Form (Page 102)	☐	**REQUIRED**
n	Contractor's License. Provide a list of applicable Contractor's licenses held by your company. Include the Name of Licensee, Classification, and Number. Submit copies of licenses to perform work as proposed under this contract.	☐	**REQUIRED**
o	Amendment Acknowledgement Forms (if applicable): 1GPA will utilize Public Purchase website to notify bidders of amendments to the solicitation. Bidders are responsible to check the website portal to view amendments prior to submitting bids. Link is below: www.PublicPurchase.com	☐	

CONFIDENTIAL/PROPRIETARY SUBMITTALS

Confidential/Proprietary Submittal (mark one):

☐ **No confidential/proprietary materials included.**

☐ **Confidential/Proprietary materials included.** Bidders should identify below any portion of their Bid deemed confidential or proprietary. Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Bidder and 1GPA prior to any public disclosure. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information. 1GPA will be the final judge if materials will be accepted as confidential or not. Request to deem the entire Bid or price as confidential will not be a consideration.

Complete description of the material to be considered confidential, including the page number, paragraph and other identifiable information must be outlined below.

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

The undersigned hereby acknowledges that any items deemed to be confidential or proprietary are clearly listed on this Form.

_____
Offeror Name

_____ _____
Authorized Signature *Date*

_____
Printed Name and Title

DEVIATIONS/EXCEPTIONS

Bidders shall indicate any and all deviations/exceptions taken to the provisions or specifications in this solicitation document. Clearly identify the specific paragraph(s) of the Solicitation where the exceptions occur and describe in detail. The Bidder's preprinted or standard terms will not be considered as a part of any resulting Contract. A Bid that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.

Deviations / Exceptions (mark one):

☐ **No Deviations / Exceptions**

☐ **Deviations / Exceptions Taken (explain in detail – attach additional pages if needed):**

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

The Undersigned hereby acknowledges that any deviation/exceptions to this Solicitation are clearly listed on this Form.

_____

Offeror Name

_____ _____

Authorized Signature *Date*

_____

Printed Name and Title

NON-COLLUSION AFFIDAVIT

State of _____ County of _____

_____ _____

Name Title

_____

Company Name

As an authorized representative of the persons, corporation, or company who makes the accompanying Bid, and having first been duly sworn, I hereby depose and state as follows:

The accompanying Bid is genuine, and such Offer is neither a sham nor collusive, nor is such Offer made in the interest or on behalf of any person or corporation not named herein.

The Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham or collusive bid, or induced or solicited any other Offeror to refrain from submitting an Offer.

The Offeror has not in any manner sought by collusion or anti-competitive means or practices to secure for itself advantage over any other Bidder.

The Offeror has taken steps and exercised due diligence to ensure that no violation of A.R.S § 15-213(O) has occurred.

Signed:_____

Title:_____

Subscribed and sworn to before me

This _____day of _____, 20____

_____

Signature of Notary Public in and for the

State of _____

County of _____

My Commission Expires on _____

THIS PAGE MUST BE SIGNED, NOTARIZED AND RETURNED WITH YOUR RESPONSE

ANTITRUST CERTIFICATION STATEMENT

Texas Government Code
§2155.005

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below.
2. In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15.
3. In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the company 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 listed.

Vendor Name _____
(Please Type or Print)

Address _____

_____

_____

_____

Phone _____ Fax _____

Email _____ Website _____

Name of Person Submitting Bid _____

Signature _____ Date _____

Position with Company _____

MINORITY/WOMEN BUSINESS ENTERPRISE (MWBE) AND HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

Bidding companies that have been certified as Historically Underutilized Business (HUB) or Minority/Women Business Enterprise (MWBE) entities are encouraged to indicate their HUB and MWBE status when responding to this Bid Invitation.

Vendor certifies that this firm is a MWBE (Required by some participating agencies)	☐ Yes	☐ No
Vendor certifies that this firm is a HUB (Required by some participating agencies)	☐ Yes	☐ No

Please scan a copy of MWBE and/or HUB certification letter and the percentage of your business with MWBE and/or HUB suppliers, if applicable, in your bid response in the Response Attachments section.

I, the authorized representative for the company named below, certify that the information concerning residency certification, and MWBE and HUB certifications have been reviewed by me and the information furnished is true to the best of my knowledge.

Contractor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number:_____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____ Date: _____

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, “Debarment and Suspension,” as described in the Federal Register and Rules and Regulations.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Company Name

Signature of Authorized Company Official

Printed Name

Date

EDGAR CERTIFICATIONS

The following certifications and provisions are required and apply when a 1GPA Member expends federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to the Contract between 1GPA, Member and awarded Vendor ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds:

(A) Contractor Violation or Breach of Contract Terms

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.

Pursuant to Federal Rule (A) above, when 1GPA Member expends federal funds, 1GPA reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(B). Termination for Cause or Convenience

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when 1GPA Member expends federal funds, 1GPA or its Member reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. 1GPA also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if 1GPA believes, in its sole discretion that it is in the best interest of 1GPA to do so. Vendor will be compensated for work performed and accepted and goods accepted by 1GPA as of the termination date if the contract is terminated for convenience of 1GPA. Any award under this procurement process is not exclusive and 1GPA reserves the right to purchase goods and services from other vendors when it is in 1GPA's best interest.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(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."

Pursuant to Federal Rule (C) above, when 1GPA Member expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES _____ Initials of Authorized Representative of Vendor

(D). Davis-Bacon Act

When required by Federal program legislation, contractor agrees that, for all prime construction contracts in excess of $2,000, contractor shall comply 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. Current prevailing wage determination issued by the Department of Labor are available at www.wdol.gov. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. Contractor further agrees that it shall also comply 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 1GPA Member must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when 1GPA Member expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(E). Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers, Contractor agrees to comply 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 is 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 Federal Rule (E) above, when 1GPA Members expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by 1GPA resulting from this procurement process.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(F). Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by 1GPA Member, Vendor certifies that during the term of an award for all contracts by 1GPA resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (6) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(G) Clean Air Act and Federal Water Pollution Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by 1GPA Member, Vendor certifies that during the term of an award for all contracts by 1GPA resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(H) Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

EDGAR CERTIFICATIONS

Pursuant to Federal Rule (H) above, when federal funds are expended by 1GPA Member, Vendor certifies that during the term of an award for all contracts by 1GPA resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(I) Byrd Anti-Lobbying Amendment

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 Federal Rule (I) above, when federal funds are expended by 1GPA Member, Vendor certifies that during the term and after the awarded term of an award for all contracts by 1GPA 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). The undersigned further certifies that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(J) Procurement of Recovered Materials

When federal funds are expended, Member 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 (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended by the Member, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by 1GPA Member for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

EDGAR CERTIFICATIONS

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When 1GPA Member expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of 1GPA not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

1GPA has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTRS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

EDGAR CERTIFICATIONS

VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Vendor's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

ASBESTOS AND HAZARDOUS MATERIAL STATEMENT

PLEASE RETURN THIS SIGNED FORM ALONG WITH YOUR REQUEST FOR BID.

ATTENTION: The following information is extremely important and must be adhered to without exception:

Asbestos Contained Building Materials (ACBM) will not be used on any project. ACBM is defined as any building material having an asbestos content of 1% or more. Typical examples of materials that may contain asbestos and therefore would be considered ACBM are: vinyl asbestos tile, certain forms of adhesive used to hold vinyl tile, certain forms of adhesive used to hold cove base molding, some thermal insulation, and transite paneling. The above list is not complete but merely represents some of the material more commonly found on job sites that are ACBM. As per EPA guidelines, some roofing material used on the exterior of the buildings may be considered ACBM. Address any questions concerning asbestos to the 1GPA Member associated with the project.

Solder and paint with any amount of lead is no longer authorized, and will not be used in any Member projects.

HOLD HARMLESS:

Interface of work under this contract with work containing asbestos shall be executed by the contractor at risk and discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of this contract, the contractor acknowledges the above and agrees to hold harmless the owner, employees and agents and assigns for all asbestos liability which may be associated with respect to the above-mentioned standards, hazards, risks and liabilities.

I have read the above information and will comply.

_____
Company Name

_____
Authorized Signature/Local Representative

_____
Typed Name/Position Held with Company

_____
Mailing Address

_____
City State Zip

_____
Telephone Number

_____
Date

_____
Federal Tax I.D. Number

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____

(hereinafter called Principal), as Principal, and _____

_____, a corporation organized and existing under the laws of the State

Of_____ , with its principal office in the City of

_____, (hereinafter called the

Surety), as Surety, are held and firmly bound unto 1Government Procurement Alliance (hereinafter called the Obligee) in

the amount of _____ (Dollars) ($_____) , for the payment

whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns,

jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid for:

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as a part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____ 20 _____

_____
Principal Seal

BY _____

_____
Surety Seal

BY _____

_____
Agency of Record

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____

(hereinafter called Principal), as Principal, and _____

_____ , a corporation organized and existing under the laws of the State

Of _____ , with its principal office in the City of

_____ , (hereinafter called the

Surety), as Surety, are held and firmly bound unto the Name of the 1GPA Member goes here (hereinafter called the Obligee) in

the amount of _____ (Dollars) ($_____) , for the payment

whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns,

jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____

day of _____ 20_____, for the material, service or construction

described as _____

_____

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, convenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, convenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligations shall be void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as a part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____ 20 _____

_____

Principal Seal

BY _____

_____

Surety Seal

BY _____

_____

Agency of Record

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____

(hereinafter called Principal), as Principal, and _____

_____, a corporation organized and existing under the laws of the State

Of _____ , with its principal office in the City of

_____, (hereinafter called the

Surety), as Surety, are held and firmly bound unto the Name of the 1GPA Member goes here. (hereinafter called the Obligee) in

the amount of _____ (Dollars) ($_____) , for the payment

whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns,

jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____

day of _____ 20_____,to construct and complete a certain

work described as_____

_____

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall promptly pay all monies due to all persons supplying labor or materials to him or his subcontractors in the prosecution of the work provided for in said contract, then this obligation shall be void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as a part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this _____day of _____, 20_____

_____
Principal Seal

BY _____

_____
Surety Seal

BY _____

_____
Agency of Record

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)_____

PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE MEMBER, CERTIFICATION FROM INSURER(S) FOR COVERAGES IN THE MINIMUM AMOUNTS AS STATED BELOW. THE COVERAGES SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY OTHER CONTRACTOR OBLIGATIONS.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
	PHONE:	FAX:	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:		
INSURED	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	☐ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☐ OCCUR ☐ _____ ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS – COMP/OP AGG 	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ ☐						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

THE MEMBER SHALL BE ADDED AS ADDITIONAL INSURED AS REQUIRED BY STATUTE, CONTRACT, PURCHASE ORDER OR OTHERWISE REQUESTED. IT IS AGREED THAT ANY INSURANCE AVAILABLE TO THE NAMED INSURED SHALL BE PRIMARY OF OTHER SOURCES THAT MAY BE AVAILABLE. IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELLED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE MEMBER WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE MEMBER. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

CERTIFICATE HOLDER

1GPA
1910 W Washington Street
Phoenix, AZ 85009

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2014/01)

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

1Government Procurement Alliance

Board Recommendation for Contract Award

DATE: March 4, 2021

TO: Pinal County ESA/ Mary C. O'Brien

FROM: 1GPA
Christy Knorr
Vice President

RE: Roofing Services, IFB 21-06P

It is the recommendation of 1GPA that the above referenced IFB for Roofing Services be awarded to the responsible and responsive firms determined to have submitted the lowest prices as indicated below:

Awarded Firms

Flynn BEC LP
Progressive Services, Inc. dba Progressive Roofing
Sprayfoam Southwest, Inc. (Global Roofing Group)

The purpose of this Invitation for Bid (IFB) is to establish long-term contracts with qualified firms that provide Roofing Services including, but not limited to, installation, repair, upgrades, restoration, maintenance and replacement roofing systems on an as needed basis to 1GPA Members.

The Bid Opening for Roofing Services was held on February 18, 2021 at the Office of 1GPA, 1910 W. Washington Street, Phoenix, AZ 85009. Five (5) bids were received and reviewed by the evaluation committee.

It is determined a single award is not advantageous to 1GPA's Members. The solicitation authorized multiple awards to meet the needs of 1GPA's various types of members and locations in Arizona and other states. Award is recommended to the least number of lowest responsible, responsive bidders whose bids conform in all material respects to the requirements and evaluation criteria set forth in the IFB. The recommended firms offer a variety of roofing systems and services.

This is a multi-year contract beginning from date of award for one year. The contract may be extended up to a maximum of four (4) additional years on a year-to-year basis. Annual renewals would be based solely on the determination of 1GPA as to the performance, costs and general quality of the services provided by the successful vendors selected.

Christy Knorr
Christy Knorr
Vice President
1GPA

Jill M. Broussard
Jill Broussard
Superintendent
Pinal County ESA/Mary C. O'Brien

EXHIBIT B.3 - PRICING

1GPA
2025 Pricing

Base Bid Price IDIQ

1GPA 21-06P ROOFING SERVICES

Bidding Company Name: Progressive Services, Inc. dba Progressive Roofing

INSTRUCTIONS: Bid prices include the prices and/or discounts offered for providing all equipment, goods, services, supplies and related items. Specifications refer to the type and quality of products and services being bid (See IFB Scope of Work (SOW)/Specifications pages 27-71) . For each line item in the form below, enter either:

1. List Price, 1GPA Percentage Discount and 1GPA Bid Price after Discount; or
2. Fixed price (enter in Column G)

By offering prices for line items listed below, you affirm that you have accepted the specifications to obtain, deliver and provide those goods and services requested. Additional pages may be submitted in this section as needed to provide clarification and/or additional price sheet(s). Submit a flash drive contiaining the manufacturers' price lists or provide a weblink to the manufacturer's price list as applicable.

SOW Item No.		Description	Unit of Measure	List Price	1GPA Percentage Discount	1GPA Bid Price	Comments
		Water Resistant Roofing				$ -	
3.1		Pressure Cleaning	SF	$ 0.40	6%	$ 0.38	
	a	Pressure cleaning, vertical walls	SF	$ 0.40	6%	$ 0.38	
	b	Pressure cleaning, horizontal surfaces	SF	$ 0.12	6%	$ 0.11	
	c	Roof scanning to identify wet or substandard room components to be removed	SF	$ 0.12	6%	$ 0.11	
3.2		Asphalt emulsion coating, waterproofing, brush applied, per coat	SF	$ 0.21	6%	$ 0.20	
3.3		Rubberized coating waterproofing, brush applied, per coat	SF	$ 0.16	6%	$ 0.15	
3.4		Vinyl/acrylic resin, dampproofing, brush applied per coat.	SF	$ 0.16	6%	$ 0.15	
3.5		Non-pigmented synthetic resin, waterproofing, one coat sprayed on	LF	$ 0.43	6%	$ 0.40	
3.6		Caulking: remove existing, clean and prime joint	LF	$ 0.96	6%	$ 0.90	
3.7		Caulking, epoxied urethane compound, 2 component, 1/4" x 1/4", in place	LF	$ 0.74	6%	$ 0.70	
3.8		Caulking, polyurethane, 1 component, 1/4" x 1/4", in place	LF	$ 0.74	6%	$ 0.70	
3.9		Caulking, polyurethane, 1 component, 1/2" x 1/2", in place	LF	$ 0.74	6%	$ 0.70	
3.10		Caulking, silicone rubber, 1 component, 1/4" x 1/4", in place	LF	$ 0.96	6%	$ 0.90	
3.11		Caulking, epoxied urethane compound, 2 component, 1/4" x 1/4", in place	LF	$ 0.96	6%	$ 0.90	
3.12		Caulking, silicone rubber, 1 component, 3/4" x 3/8", in place	LF	$ 0.53	6%	$ 0.50	
3.13		Backer rod, polyethylene, 3/8" diameter, installed in prepared opening	LF	$ 0.64	6%	$ 0.60	
3.14		Backer rod, polyethylene, 1/2" diameter, installed in prepared opening	LF	$ 0.74	6%	$ 0.70	
3.15		Backer rod, polyethylene, 3/4" diameter, installed in prepared opening	LF	$ 0.85	6%	$ 0.80	
3.16		Backer rod, polyethylene, 1" diameter, installed in prepared opening	SF	$ 0.53	6%	$ 0.50	
3.17		Building paper, asphalt felt sheathing paper, 1 ply, 15#, in place	SF	$ 0.64	6%	$ 0.60	
3.18		Building paper, asphalt felt sheathing paper, 1 ply, 40#, in place	SF	$ 0.13	6%	$ 0.12	
3.19		Building paper, red rosin paper, 5 square rolls, 4#, in place					

SOW Item No.		Description	Unit of Measure	List Price	1GPA Percentage Discount	1GPA Bid Price	Comments
3.20		Vapor retarder adhered, 2 ply inorganic, glass Type 15, applied in Type IV (or appropriate type) asphalt, in place	SF	$ 0.85	6%	$ 0.80	
3.21		Vapor retarder, 2 ply organic, Type 15 pound, applied in Type IV asphalt (or appropriate type), in place	SF	$ 0.96	6%	$ 0.90	
3.22		Vapor retarder; 2-ply inorganic, glass, Type IV, applied in cold adhesive to 4' x 8' x 1/4" glass-mat embedded, water resistant gypsum core panel mechanically fastened	SF	$ 1.28	6%	$ 1.20	
		Insulation					
3.23		Demolition of roof insulation, per inch of depth	SF	$ 0.69	6%	$ 0.65	
3.24		Demolition of lightweight cementitious fills, per inch of depth	SF	$ 0.58	6%	$ 0.55	
3.25		Roof deck insulation, Isocyanurate in 4' x 4' or 4' x 8' sheets with fiberglass facers, 1" thick, R-6.6, applied Type IV (or appropriate) asphalt					
	a	Hot applications: adhere insulation to primed deck with continuous mopping of B93 appropriate asphalt at the rate of 30 lbs. per 100 square feet.	SF	$ 2.13	6%	$ 2.00	
	b	Cold applications: adhere insulation to thermal barrier with a cold adhesive at a rate of 1.5 gallons per 100 square feet	SF	$ 2.55	6%	$ 2.40	
3.26		Roof deck insulation, Isocyanurate in 4' x 4' or 4' x 8' sheets with fiberglass facers, 1 1/2" thick, R-10.0, applied Type IV (or appropriate) asphalt					
	a	Hot applications: adhere insulation to primed deck with continuous mopping of B93 appropriate asphalt at the rate of 30 lbs. per 100 square feet.	SF	$ 2.13	6%	$ 2.00	
	b	Cold applications: adhere insulation to thermal barrier with a cold adhesive at a rate of 1.5 gallons per 100 square feet	SF	$ 2.55	6%	$ 2.40	
3.27		Roof deck insulation, Isocyanurate in 4' x 4' or 4' x 8' sheets, 1" thick, R-6.6, mechanically fastened	SF	$ 2.13	6%	$ 2.00	
3.28		Roof deck insulation, Isocyanurate in 4' x 4' or 4' x 8' sheets with fiberglass facers, 1 1/2" thick, R-10.0, mechanically fastened	SF	$ 2.55	6%	$ 2.40	
3.29		Roof deck insulation, fiberboard in 4' x 4' sheets, 1/2" thick, R-1.39, applied Type IV (or appropriate) asphalt					
	a	Hot applications: adhere insulation to primed deck with continuous mopping of steep or appropriate asphalt at the rate of 30 lbs. per 100 square feet.	SF	$ 1.60	6%	$ 1.50	
	b	Cold applications: adhere insulation to primed deck or sub-insulation with a cold adhesive at a rate of 1.5 gallons per 100 square feet.	SF	$ 1.86	6%	$ 1.75	
3.30		Roof deck insulation, fiberboard in 4' x 8' sheets, 25/32" thick, R-2.4, installed hot/cold or mechanically attached coated six sides					
	a	Hot applications: adhere insulation to primed deck with continuous mopping of steep or appropriate asphalt at the rate of 30 lbs. per 100 square feet.	SF	$ 1.06	6%	$ 1.00	
	b	Cold applications: adhere insulation to primed deck or sub-insulation with a cold adhesive at a rate of 1.5 gallons per 100 square feet.	SF	$ 1.01	6%	$ 0.95	

SOW Item No.		Description	Unit of Measure	List Price	1GPA Percentage Discount	1GPA Bid Price	Comments
	c	Mechanically attached: mechanically join single layer insulation to deck with approved fastener minimum of one (1) every 2 square feet. Install additional fasteners to ensure insulation is firmly affixed, especially at parapets and at perimeters, as required per FM I-90 (depending on deck location and height).	SF	$ 1.49	6%	$ 1.40	
3.31		Roof deck insulation, fiberboard in 4' x 4', 1" thick, R-2.78, applied Type IV asphalt (or appropriate asphalt), coated six sides					
	a	Hot applications: adhere insulation to primed deck or sub-insulation with continuous mopping of steep or appropriate asphalt at the rate of 30 lbs. per 100 square feet.	SF	$ 2.13	6%	$ 2.00	
	b	Cold applications: adhere insulation to primed deck or sub-insulation with a continuous mopping of steep or appropriate asphalt at a rate of 30 lbs. per 100 square feet.	SF	$ 2.55	6%	$ 2.40	
3.32		Roof deck insulation, fiberboard in 4' x 4' sheets, 1/2" thick, R-1.39, mechanically fastened, coated six sides	SF	$ 1.75	6%	$ 1.65	
3.33		Roof deck insulation, fiberboard in 4' x 4', 1" thick, R-2.78, mechanically fastened, coated six sides	SF	$ 2.13	6%	$ 2.00	
3.34		Roof deck insulation, lightweight cellular wire reinforced concrete fill, R-value depending on thickness, per inch of depth	SF	$ 0.53	6%	$ 0.50	
3.35		Roof deck insulation, vermiculite at 1/8:12, R-value depending on thickness, per inch of depth	SF	$ 3.08	6%	$ 2.90	
3.36		Roof deck insulation, vermiculite at 1/4:12, R-value depending on thickness, per inch of depth	SF	$ 3.40	6%	$ 3.20	
3.37		Roof deck insulation, gypsum panels, 3" thick	SF	$ 8.51	6%	$ 8.00	
3.38		Roof deck insulation, Isocyanurate (black facer only), tapered, 1/8" per foot slope, Type IV asphalt, per inch of depth	SF	$ 4.47	6%	$ 4.20	
3.39		Roof deck insulation, Isocyanurate (black facer only), tapered, 1/4" per foot slope, Type IV asphalt, per inch of depth	SF	$ 5.00	6%	$ 4.70	
3.40		Cold insulation adhesive	SF	$ 1.28	6%	$ 1.20	
3.41		CDX Gypsum, 1/4" x 4' x 8' - Mechanically attached or set in adhesive					
	a	Mechanically attached	SF	$ 1.86	6%	$ 1.75	
	b	Set into adhesive	SF	$ 2.02	6%	$ 1.90	
3.42		CDX Gypsum, 1/2" x 4' x 8' - Mechanically attached or set in adhesive					
	a	Mechanically attached	SF	$ 2.13	6%	$ 2.00	
	b	Set into adhesive	SF	$ 2.39	6%	$ 2.25	
3.43		CDX Gypsum with fiberglass, facer: 1/4" x 4' x 8' - Mechanically attached or set in adhesive					
	a	Mechanically attached	SF	$ 2.39	6%	$ 2.25	
	b	Set into adhesive	SF	$ 2.66	6%	$ 2.50	
3.44		CDX Gypsum with fiberglass facer: 1/2" x 4' x 8' - Mechanically attached or set in adhesive					
	a	Mechanically attached	SF	$ 2.13	6%	$ 2.00	
	b	Set into adhesive	SF	$ 2.66	6%	$ 2.50	

SOW Item No.		Description	Unit of Measure	List Price	1GPA Percentage Discount	1GPA Bid Price	Comments
		Roof Tiles and Shingles					
3.45		Remove composition shingles and felts to decking (test for removal of asbestos prior to removal)	SF	$ 1.33	6%	$ 1.25	
	a	Remove clay, concrete, or slate roof tiles to decking	SF	$ 1.60	6%	$ 1.50	
	b	Remove wood shingles and felts to decking	SF	$ 0.80	6%	$ 0.75	
3.46		Shingles, fiberglass, Class A, 25-year strip shingles, slopes 3:12 or greater	SF	$ 5.16	6%	$ 4.85	
	a	Self-adhering ice and water shield membrane for shingles, tiles, metal waterways, penetrations, valleys, ridges, edges, etc.	SF	$ 2.39	6%	$ 2.25	
	b	Shingles high wind	SF	$ 6.91	6%	$ 6.50	
	c	Starter strip	SF	$ 1.60	6%	$ 1.50	
	d	Ridge vents	LF	$ 6.38	6%	$ 6.00	
	e	Valley metal	LF	$ 2.66	6%	$ 2.50	
3.47		Shingles, fiberglass, Class A, 30-year, premium laminated multilayered shingles, slopes 3:12 or greater	SF	$ 5.85	6%	$ 5.50	
	a	Self-adhering ice and water shield membrane for shingles, tiles, metal waterways, penetrations, valleys, ridges, edges, etc.	SF	$ 2.39	6%	$ 2.25	
	b	Shingles high wind	SF	$ 5.11	6%	$ 4.80	
	c	Starter strip	SF	$ 1.38	6%	$ 1.30	
	d	Ridge vents	LF	$ 3.30	6%	$ 3.10	
	e	Valley metal	LF	$ 2.75	6%	$ 2.59	
3.48		Replace clay or concrete roof tiles	Each	$ 27.66	6%	$ 26.00	
	a	Replace/repair other shingles	Each	$ 2.00	6%	$ 1.88	
		Roofing and Roof Restoration					
3.49		Remove built-up roof, multi-ply aggregate, non-asbestos, 1 " thick or less	SF	$ 1.60	6%	$ 1.50	
3.50		Remove single-ply roof: ballast, and membrane only	SF	$ 1.06	6%	$ 1.00	
3.51		Remove single-ply roof, membrane partially, fully, or mechanically adhered					
	a	Remove single-ply roof, membrane partially or fully adhered	SF	$ 1.06	6%	$ 1.00	
	b	Remove single-ply roof, membrane mechanically attached	SF	$ 1.06	6%	$ 1.00	
3.52		Remove copper sheet roofing	SF	$ 0.53	6%	$ 0.50	
3.53		Base sheet, 3-ply fiberglass, Type IV (or appropriate type) asphalt	SF	$ 4.25	6%	$ 4.00	
3.54		Base sheet, 4-ply fiberglass, mechanically attached	SF	$ 4.79	6%	$ 4.50	
3.55		Fiberglass cap finishing membrane	SF	$ 1.44	6%	$ 1.35	
3.56		Base sheet with 2 ply, fiberglass felts, Type IV asphalt (or appropriate type)	SF	$ 2.93	6%	$ 2.75	
3.57		Base sheet with 3 ply, fiberglass felts, Type IV asphalt (or appropriate type)	SF	$ 3.19	6%	$ 3.00	
3.58		Base sheet mechanically attached with 4 ply, Type VI fiberglass felts, Type IV (or appropriate type) asphalt	SF	$ 3.19	6%	$ 3.00	
3.59		Nail base sheet, 3 ply Type VI fiberglass felts, fiberglass cap, Type IV (or appropriate type) asphalt.	SF	$ 2.66	6%	$ 2.50	
3.60		Base sheet with 4 ply; 2 polyester and 2 fiberglass felts, Type IV (or appropriate type) asphalt (20 year roof)	SF	$ 2.66	6%	$ 2.50	
3.61		Built-up roof, base sheet with 3 ply polyester roofing sheet, Type IV (or appropriate type) asphalt (20 year roof)	SF	$ 2.66	6%	$ 2.50	

SOW Item No.		Description	Unit of Measure	List Price	1GPA Percentage Discount	1GPA Bid Price	Comments
3.62		Built-up roof, base sheet with 3 ply Type GS fiberglass, cold process adhesive (20 year roof)	SF	$ 4.25	6%	$ 4.00	
3.63		Built-up roof base sheet plus 4 ply Type G2 fiberglass, cold process adhesive (30 year roof)	SF	$ 4.79	6%	$ 4.50	
3.64		Built-up roof, base sheet, 1 ply Type VI fiberglass, 1 ply modified bitumen sheet, fire rated, Type IV asphalt (15 year roof)	SF	$ 4.79	6%	$ 4.50	
3.65		Built-up roof, base sheet, 2 ply polyester roofing sheet, 1 ply modified bitumen sheet, fire rated, Type IV asphalt (or appropriate type) (20 year roof)	SF	$ 5.00	6%	$ 4.70	
3.66		Built-up roof, base sheet, G-2, 33 lb., mechanically attached	SF	$ 1.33	6%	$ 1.25	
3.67		Built-up roof, base sheet, G-2, 33 lb., Type IV asphalt	SF	$ 1.33	6%	$ 1.25	
3.68		Built-up roof, premium asphalt, added cost per ply per square foot	SF	$ 0.08	6%	$ 0.08	
3.69		Built-up roof, modified bitumen adhesive, added cost per ply per squre foot	SF	$ 1.01	6%	$ 0.95	
3.70		Built-up roof, surface with cold asphaltic surfacing adhesive and gravel	SF	$ 2.66	6%	$ 2.50	
3.71		Built-up roof, surface with emulsion and granules	SF	$ 1.28	6%	$ 1.20	
3.72		Built-up roof, surface with emulsion and aluminum coating	SF	$ 2.07	6%	$ 1.95	
3.73		Built-up roof, surface with emulsion and white elastomeric coating	SF	$ 2.07	6%	$ 1.95	
3.74		Built-up roof, surface with aluminum coating or paint	SF	$ 2.07	6%	$ 1.95	
3.75		Built-up roofing, surface with high solids white elastomeric coating	SF	$ 1.60	6%	$ 1.50	
3.76		Built-up roofing repairs; fibered ashpalt mastic, brush grade, with fiberglass mesh.	SF	$ 3.19	6%	$ 3.00	
3.77		Built-up roofing repairs; pitch-based mastic, with fiberglass mesh	SF	$ 2.13	6%	$ 2.00	
3.78		Built-up roofing repairs; elastomeric mastic, with fiberglass mesh	SF	$ 3.72	6%	$ 3.50	
3.79		Built-up roofing restoration, coal tar pitch roofs	SF	$ 2.13	6%	$ 2.00	
3.80		Built-up roofing rrestoration, odorless, coal tar pitch or asphalt roofs	SF	$ 0.53	6%	$ 0.50	
3.81		Single-ply roof, CSPE, 45 mils reinforced, asbestos free, mechanically fastened	SF	$ 2.55		$ 2.55	
3.82		Single-ply roof, CSPE, 60 mils reinforced, asbestos free, mechanically fastened	SF	$ 4.79	6%	$ 4.50	
3.83		Single-ply roofing repairs (CSPE, PVC, and EPDM)					
	a	CSPE	SF	$ 1.86	6%	$ 1.75	
	b	PVC	SF	$ 5.16	6%	$ 4.85	
	c	EPDM	SF	$ 4.79	6%	$ 4.50	
3.84		Flashing membrane, 2 ply, Type IV or Type VI fiberglass	SF	$ 5.32	6%	$ 5.00	
3.85		Flashing membrane, 1 ply polyester and 1 ply modified bitumen	SF	$ 7.45	6%	$ 7.00	
3.86		Flashing membrane, 2 ply, polyester	SF	$ 6.38	6%	$ 6.00	
3.87		Flashing membrane, CSPE	SF	$ 8.51	6%	$ 8.00	
3.88		Flashing membrane, CSPE with aluminum coating	SF	$ 6.65	6%	$ 6.25	
3.89		Polyurethane foam roofing	SF	$ 3.46	6%	$ 3.25	
	a	Additional Polyurethane foam coating	SF	$ 3.46	6%	$ 3.25	
3.90		Single-ply roof, EDPM, 45 mils reinforced, mechanically fastened	SF	$ 4.26	6%	$ 4.00	
3.91		Single-ply roof, EDPM, 60 mils fully adhered	SF	$ 8.51	6%	$ 8.00	
3.92		Built-up roof, base sheet with 3 ply trilaminate ply, cold process adhesive	SF	$ 3.46	6%	$ 3.25	

SOW Item No.		Description	Unit of Measure	List Price	1GPA Percentage Discount	1GPA Bid Price	Comments
3.93		Built-up roof, surface with premium asphalt, and gravel.	SF	$ 1.06	6%	$ 1.00	
3.94		Built-up roof, surface with Fire Retardent Aluminum coating or paint, single coat	SF	$ 1.06	6%	$ 1.00	
3.95		Modified Bitumen roof, base sheet, cap sheet, cold Modified Bitumen Adhesive	SF	$ 5.32	6%	$ 5.00	
3.96		Built-up roof, 3 ply fiberglass felts, Type IV asphalt	SF	$ 4.52	6%	$ 4.25	
3.97		Single ply Roof, 45 mils fully adhered with bonding adhesive	SF	$ 3.00	6%	$ 2.82	
3.98		Single ply roof, TPO Fleece Back, 45 mils fully adhered with hot asphalt	SF	$ 3.72	6%	$ 3.50	
3.99		Single ply roof, 45 mils mechanically attached	SF	$ 3.00	6%	$ 2.82	
3.100		Single-ply roof, TPO 60 mils fully adhered with bonding adhesive	SF	$ 7.98	6%	$ 7.50	
3.101		Single-ply roof, TPO 60 mils mechanically attached	SF	$ 7.45	6%	$ 7.00	
3.102		Single ply roof, TPO, 60 mils fully adhered with hot asphalt.	SF	$ 3.83	6%	$ 3.60	
3.103		Single-ply roof, TPO 80 mils fully adhered with bonding adhesive	SF	$ 8.51	6%	$ 8.00	
3.104		Single-ply roof, TPO 80 mils mechanically attached	SF	$ 9.04	6%	$ 8.50	
3.105		Single ply roof, TPO, 80 mils fully adhered with hot asphalt.	SF	$ 5.32	6%	$ 5.00	
3.106		Single-ply roof, PVC 60 mils mechanically attached	SF	$ 8.40	6%	$ 7.90	
3.107		Single-ply roof PVC 60 mils fully adhered with bonding adhesive	SF	$ 9.36	6%	$ 8.80	
3.108		Energy star coating	SF	$ 3.03	6%	$ 2.85	
3.109		High tensile coating	SF	$ 4.36	6%	$ 4.10	
3.110		Kymax coating	SF	$ 4.52	6%	$ 4.25	
3.111		High build acrylic reflective coating	SF	$ 3.46	6%	$ 3.25	
3.112		White elastomeric coating	SF	$ 2.82	6%	$ 2.65	
		3.113 Through 3.119 have benn intentionally left out of the Cost Form and Specifications					
		Metal Work					
3.120		Remove standard metal decking	SF	$ 2.39	6%	$ 2.25	
3.121		Install metal decking; 1-1/2" deep, 20 gauge, standard profile	SF	$ 8.51	6%	$ 8.00	
3.122		Install steel plate, two sizes					
	a	10 Gauge, standard application	SF	$ 2.13	6%	$ 2.00	
	b	Extra heavy-duty 1/4th inch	SF	$ 2.39	6%	$ 2.25	
3.123		Remove metal counterflashing	LF	$ 0.60	6%	$ 0.56	
3.124		Counterflashing, galvanized, 24 gauge, 6" width	LF	$ 6.38	6%	$ 6.00	
3.125		Counterflashing, copper, 16 oz., 6" width	LF	$ 6.92	6%	$ 6.50	
3.126		Remove metal edge, gravel stop, eave strip, or coping	LF	$ 0.60	6%	$ 0.56	
3.127		Metal edge raised, galvanized steel fascia/eave drip; 6 "face, hemmed, continuous cleat, 3" deck flange	LF	$ 8.51	6%	$ 8.00	
3.128		Gravel stop, galvanized steel, 24 gauge, 6" face	LF	$ 6.38	6%	$ 6.00	
3.129		Remove metal gutter	LF	$ 2.13	6%	$ 2.00	
3.130		Gutter, galvanized steel, ASTM 526, with 1.25oz./squarefoot galvanized coating, 24 gauge, 5" box or ogee style, joints and end caps shall be soldered	LF	$ 20.21	6%	$ 19.00	
3.131		Gutter, aluminum, .050" thick 5" box or ogee, painted, Kynar finish	LF	$ 17.02	6%	$ 16.00	
3.132		Gutter, copper, 16 oz, half round, 5" wide	LF	$ 19.15	6%	$ 18.00	

SOW Item No.		Description	Unit of Measure	List Price	1GPA Percentage Discount	1GPA Bid Price	Comments
3.133		Gutter, copper, 16 oz, half round, 6" wide	LF	$ 19.68	6%	$ 18.50	
3.134		Remove metal downspouts	LF	$ 1.38	6%	$ 1.30	
3.135		Downspouts, aluminum, .024" thick, 3" x 4", painted, installed	LF	$ 17.02	6%	$ 16.00	
3.136		Downspouts, GI, 24 gauge 3" x 4" installed	LF	$ 21.28	6%	$ 20.00	
3.137		Downspouts, GI, 24 gauge, 4" round	LF	$ 21.28	6%	$ 20.00	
3.138		Downspouts, copper, 16 oz., 6" round	LF	$ 18.08	6%	$ 17.00	
3.139		Downspouts, strainer	Each	$ 2.13	6%	$ 2.00	
3.140		Metal flashing, apron flashing, 9" wide	LF	$ 4.79	6%	$ 4.50	
3.141		Metal flashing, step flashing	Each	$ 5.32	6%	$ 5.00	
3.142		Metal splash pan, 16 oz.	Each	$ 21.28	6%	$ 20.00	
3.143		Metal trim, aluminum, .032" thick, painted	LF	$ 3.72	6%	$ 3.50	
3.144		Metal storm collar	Each	$ 79.79	6%	$ 75.00	
3.145		Metal coping, galvanized steel, 24 gauge, standing seam	LF	$ 19.15	6%	$ 18.00	
3.146		Metal coping, galvanized steel, 24 gauge, with butt plate	LF	$ 19.15	6%	$ 18.00	
3.147		Resolder joints in sheet metal	LF	$ 1.33	6%	$ 1.25	
3.148		Metal edge, aluminum, 0.50 thick 6" face painted	SF	$ 8.51	6%	$ 8.00	
3.149		Metal edge, aluminum, free floating fascia system	SF	$ 12.77	6%	$ 12.00	
3.150		Parapet wall metal	SF	$ 19.84	6%	$ 18.65	
3.151		Metal edge, anodized finished aluminum, free floating fascia system 8 inches	SF	$ 8.51	6%	$ 8.00	
3.152		Metal edge, high performance fluorocarbon finished aluminum, free floating fascia system 8 inches	SF	$ 21.28	6%	$ 20.00	
3.153		Metal edge, anodized finished aluminum, free floating fascia system 6 inches	SF	$ 26.60	6%	$ 25.00	
3.154		Metal edge, high performance fluorocarbon finished aluminum, free floating fascia system 6 inches	SF	$ 8.51	6%	$ 8.00	
		New Aluminum Metal Cladding					
3.155		Furnish and install new uninsulated aluminum wall cladding	SF	$ 19.15	6%	$ 18.00	
3.156		Furnish and install new insulated aluminum wall cladding	SF	$ 21.28	6%	$ 20.00	
3.157		Furnish and install new insulated aluminum wall cladding panels (Architecture)	SF	$ 25.53	6%	$ 24.00	
3.158		Cladding of roof parapet walls with copings.	SF	$ 14.89	6%	$ 14.00	
		New Exterior Insulation and Finish System (EIFS)					
3.159		New Exterior Insulation and Finish System (EIFS)	SF	$ 9.57	6%	$ 9.00	
3.160		New Exterior Insulation Finish System (EIFS) w/o insulation	SF	$ 6.38	6%	$ 6.00	
3.161		New Metal Copings.	SF	$ 19.15	6%	$ 18.00	
		Surface Preparation					
3.162		Cleaning of existing steel and surface.	SF	$ 0.64	6%	$ 0.60	
3.163		Coating of existing reinforcement	SF	$ 0.64	6%	$ 0.60	
		Woodwork					
3.164		Demolition of plywood or standard 1" x 6" decking	SF	$ 0.64	6%	$ 0.60	
3.165		Demolition of standard 2" x 6" tongue and groove decking	SF	$ 1.91	6%	$ 1.80	
3.166		Plywood decking, CDX, 1/2" thick (or 15/32" optional)	SF	$ 5.32	6%	$ 5.00	
3.167		Plywood decking, CDX, 5/8" thick	SF	$ 5.85	6%	$ 5.50	
3.168		Plywood decking, CDX, 3/4" thick	SF	$ 6.38	6%	$ 6.00	

SOW Item No.		Description	Unit of Measure	List Price	1GPA Percentage Discount	1GPA Bid Price	Comments
3.169		Standard 1" x 6" decking, tongue and groove	SF	$ 5.32	6%	$ 5.00	
3.170		Standard 2" x 6" tongue and groove decking	SF	$ 6.38	6%	$ 6.00	
3.171		Cants, wood fiber, trapezoidal, 1 1/2" x 5 5/8"	LF	$ 0.96	6%	$ 0.90	
3.172		Cants, SBX treated wood, 4" x 4" diagonal	LF	$ 1.75	6%	$ 1.65	
3.173		Nailer, SBX treated wood, 1" x 4"	LF	$ 6.38	6%	$ 6.00	
3.174		Nailer, SBX treated wood, 2" x 4"	LF	$ 7.45	6%	$ 7.00	
3.175		Nailer, SBX treated wood, 2" x 6"	LF	$ 9.57	6%	$ 9.00	
3.176		Nailer, SBX treated wood, 2" x 8" (Optional)	LF	$ 11.70	6%	$ 11.00	
3.177		Curbing, SBX treated wood, 2" x 12"	LF	$ 12.77	6%	$ 12.00	
3.178		Joist, fir, 2" x 6"	LF	$ 9.57	6%	$ 9.00	
3.179		Joist fir, 2" x 8"	LF	$ 11.70	6%	$ 11.00	
3.180		Joist fir, 2" x 10"	LF	$ 12.77	6%	$ 12.00	
3.181		Joist fir, 2" x 12"	LF	$ 14.89	6%	$ 14.00	
		Standing Seam Metal Roof System (SSMRS)					
3.182		Pre-Engineered SSMRS, products (20-year roof)	SF	$ 10.64	6%	$ 10.00	
3.183		Subpurlins	LF	$ 6.38	6%	$ 6.00	
3.184		Roof panel installation	SF	$ 6.38	6%	$ 6.00	
	a	Field forming of panels	SF	$ 4.26	6%	$ 4.00	
3.185		Concealed anchor clips	Each	$ 0.43	6%	$ 0.40	
3.186		Vapor retarder installation	SF	$ 2.66	6%	$ 2.50	
3.187		Insulation installation	SF	$ 0.85	6%	$ 0.80	
3.188		Gutters (SSMRS only)	LF	$ 19.68	6%	$ 18.50	
	a	Gutter liners	SF	$ 12.77	6%	$ 12.00	
3.189		Flashing	LF	$ 15.96	6%	$ 15.00	
3.190		Expansion joints	LF	$ 15.96	6%	$ 15.00	
3.191		Snow retention assemblies	LF	$ 37.23	6%	$ 35.00	
	a	Self-adhering ice and water shield membrane for shingles, tiles, metal waterways, penetrations, valleys, ridges, edges, etc.	LF	$ 2.66	6%	$ 2.50	
		Roof Specialties and Accessories					
3.192		Remove roof hatch	Each	$ 212.77	6%	$ 200.00	
3.193		Roof hatch, aluminum, 2'6" x 3'0"	Each	$ 2,553.19	6%	$ 2,400.00	
3.194		Roof hatch, aluminum, larger sizes	SF	$ 63.83	6%	$ 60.00	
3.195		Remove existing roof drain, except plumbing	Each	$ 212.77	6%	$ 200.00	
3.195		Install new roof 4" drain, except plumbing	Each	$ 1,914.89	6%	$ 1,800.00	
3.196		Install new roof 6" drain, except plumbing	Each	$ 2,127.66	6%	$ 2,000.00	
3.197		Reflash existing roof drain	Each	$ 239.36	6%	$ 225.00	
3.198		Plumbing stack, 4# lead flashing	Each	$ 106.38	6%	$ 100.00	
3.199		Scupper, sheet steel, 24 gauge ASTM A 526, match existing configuration	Each	$ 159.57	6%	$ 150.00	
3.200		Remove existing walkway, built-up roofs	SF	$ 0.16	6%	$ 0.15	
3.201		Walkway, built-up roofs, desert tan fiberglass	LF	$ 2.13	6%	$ 2.00	
3.202		Walkway, built up roofs, non skid	LF	$ 1.33	6%	$ 1.25	
3.203		**Walkway, single ply roof**					
	a	30" wide roll goods, tape attached	LF	$ 17.55	6%	$ 16.50	

SOW Item No.		Description	Unit of Measure	List Price	1GPA Percentage Discount	1GPA Bid Price	Comments
	b	30" wide roll, hot asphalt attached	LF	$ 17.55	6%	$ 16.50	
	c	30" wide roll, adhesive attached	LF	$ 21.28	6%	$ 20.00	
3.204		Roof ventilators	Each	$ 159.57	6%	$ 150.00	
3.205		Roof ladder, steel, bolted to concrete, up to 20 feet, without cage	LF	$ 425.53	6%	$ 400.00	
	a	Roof ladder, steel, bolted to concrete, 20 feet and up, with cage; with intermediate landings as required by Code	LF	$ 531.92	6%	$ 500.00	
3.206		Roof ladder, security ladder guard	Each	$ 1,276.60	6%	$ 1,200.00	
3.207		Termination bar, aluminum, 1/4" x 1"	LF	$ 5.32	6%	$ 5.00	
3.208		Pitch pocket, 24 gauge, GI, 6" x 6", with storm collar hemmed to outside, soldered corners and seams	Each	$ 122.34	6%	$ 115.00	
3.209		Pitch pocket, 24 gauge, GI, 8" x 8", with storm collar, hemmed to outside, soldered corners and seams	Each	$ 127.66	6%	$ 120.00	
3.210		**Pitch pocket, resurface top only**					
	a	6" x 6"	Each	$ 21.28	6%	$ 20.00	
	b	8 "x 8"	Each	$ 31.92	6%	$ 30.00	
	c	12" x 12"	Each	$ 37.23	6%	$ 35.00	
3.211		Expansion joint, butyl or neoprene bellows, galvanized flange	LF	$ 21.28	6%	$ 20.00	
3.212		Expansion joint, CSPE reinforced	LF	$ 26.60	6%	$ 25.00	
3.213		Repair kit for dry repairs	Each	$ 53.19	6%	$ 50.00	
3.214		Repair kit for wet repairs	Each	$ 63.83	6%	$ 60.00	
3.215		**Skylights (price each size and lens combination)**					
	a	Standard 3' x 5', 4' x 4', 4' x 8' with single clear lenses	Each	$ 2,659.57	6%	$ 2,500.00	
	b	Standard 3' x 5', 4' x 4', 4' x 8' with clear double lenses	Each	$ 2,659.57	6%	$ 2,500.00	
	c	Skylight lense replacement only, clear	Each	$ 1,489.36	6%	$ 1,400.00	
	d	Skylight lense replacement only, double clear	Each	$ 1,489.36	6%	$ 1,400.00	
3.216		**Security/fall bars for skylights**					
	a	3' x 5'	Each	$ 372.34	6%	$ 350.00	
	b	4' x 4'	Each	$ 478.72	6%	$ 450.00	
	c	4' x 8'	Each	$ 531.92	6%	$ 500.00	
	d	Special sizes	SF	$ 21.28	6%	$ 20.00	
		Roof Services					
3.217		Asbestos core testing and patch of existing roof surface	Each	$ 85.11	6%	$ 80.00	
3.218		Core analysis, 14" x 14" and patch of existing roof surface	Each	$ 159.57	6%	$ 150.00	
3.219		Non destructive roof scan, up to 50,000 sq ft, full service each	Each	$ 3,723.40	6%	$ 3,500.00	
	a	Additional foot over 50,000 sq ft	SF	$ 0.05	6%	$ 0.05	
3.220		Non destructive roof scan, up to 50,000 sq ft, limited service	Each	$ 4,255.32	6%	$ 4,000.00	
	a	Additional foot over 50,000 sq ft	SF	$ 0.07	6%	$ 0.07	
3.221		Roof inspection services (visual inspection of roofing service/membrane, flashings, counterflashings, copings, parapets, trims, hatches, penetrations, curbs, roof-mounted equipment, etc. with a written report of findings and recommendations	Day	$ 585.11	6%	$ 550.00	
3.222		Field/shop drawings, up to 10,000 sq ft	SF	$ 0.05	6%	$ 0.05	
3.223		Field/shop drawings, 10,000-50,000 sq ft	SF	$ 0.05	6%	$ 0.05	

SOW Item No.		Description	Unit of Measure	List Price	1GPA Percentage Discount	1GPA Bid Price	Comments
3.224		Field/shop drawings, over 50,000 sq ft	SF	$ 0.05	6%	$ 0.05	
3.225		Contractor's warranty, restoration, 5 year, less than 10,000 per sq ft, minimum charge	EA	$ 531.92	6%	$ 500.00	
3.226		Contractor's warranty, restoration, 5 year, over 10,000 sq ft, minimum charge	SF	$ 0.05	6%	$ 0.05	
3.227		Contractor's warranty, re-roof, total system, 10 year, less than 10,000 sq ft, minimum charge	EA	$ 1,170.21	6%	$ 1,100.00	
3.228		Contractor's warranty, re-roof, total system, 10 year, more than 10,000 sq ft, minimum charge	SF	$ 0.12	6%	$ 0.11	
3.229		Contractor's warranty, re-roof, total system, 20 year, less than 10,000 sq ft, minimum charge	EA	$ 2,234.04	6%	$ 2,100.00	
3.230		Contractor's warranty, re-roof, total system, 20 year, more than 10,000 sq ft, minimum charge	SF	$ 0.22	6%	$ 0.21	
3.231		Contractor's warranty, re-roof, total system, 20 year, less than 10,000 sq ft, minimum charge	EA	$ 2,234.04	6%	$ 2,100.00	
3.232		Contractor's warranty, re-roof, total system, 20 year, more than 10,000 sq ft, minimum charge	SF	$ 0.22	6%	$ 0.21	
3.233		Per diem rate per worker per 24 hour period of time for work outside major pollulation areas (over 100,000 population	Per Day	$ 85.11	6%	$ 80.00	
3.234		Contractors per diem/costs for asbestos abatement planning	Day	$ 531.92	6%	$ 500.00	
3.235		Asbestos abatement activities, BUR removal and disposal of waste	SF	$ 3.72	6%	$ 3.50	
3.236		Asbestos site monitoring	Day	$ 531.92	6%	$ 500.00	
3.237		**Annual or semi-annual roof housekeeping-per location**					
	a	Cost once a year per location if less than 20,000 sq. ft.	SF	$ 0.05	6%	$ 0.05	
	b	Cost per Sq.ft. per year per location if greater than 20,000 sq.ft.	SF	$ 0.05	6%	$ 0.05	
	c	Cost semi-annual per location if less than 20,000sq. ft	SF	$ 0.05	6%	$ 0.05	
	d	Cost per Sq.ft. semi annual per location if greater than 20,000 sq.ft.	SF	$ 0.05	6%	$ 0.05	
3.238		Roof leak investigation	Day	$ 531.92	6%	$ 500.00	
3.239		Minor roof repair calls	Day	$ 531.92	6%	$ 500.00	
3.240		Difficult access or fall restriction; surcharge	%	$ 0.11	6%	$ 0.10	
3.241		Excessive hauling	Each	$ 106.38	6%	$ 100.00	
3.242		Work in secured areas or compounds; surcharge	%	$ 0.11	6%	$ 0.10	
		Additional roof services					
		Roofer, labor rate	HR	$ 101.06	6%	$ 95.00	
		HVAC Contractor, labor rate	Day	$ 904.25	6%	$ 850.00	
		Plumbing Contractor, labor rate	Day	$ 904.25	6%	$ 850.00	
		Electrical Contractor, labor rate	Day	$ 904.25	6%	$ 850.00	
		Painting Contractor, labor rate	Day	$ 904.25	6%	$ 850.00	
		Architect/design professional services	Day	$ 1,063.83	6%	$ 1,000.00	
		Roofing consultant	Day	$ 851.06	6%	$ 800.00	
		Structural analysis/Engineering services	Day	$ 1,063.83	6%	$ 1,000.00	
		Test Gas lines	HR	$ 90.43	6%	$ 85.00	

SOW Item No.		Description	Unit of Measure	List Price	1GPA Percentage Discount	1GPA Bid Price	Comments
		Equipment Rental - Fork truck	Day	$ 691.49	6%	$ 650.00	
		Equipment Rental - Lift	Day	$ 691.49	6%	$ 650.00	
		Equipment Rental - Crane less than 80 feet tall	Day	$ 1,914.89	6%	$ 1,800.00	
		Equipment Rental - Crane, 81 - 150 feet tall	Day	$ 2,500.00	6%	$ 2,350.00	

Additional Products or Services

1GPA 21-06P ROOFING SERVICES

Bidding Company Name: Progressive Services, Inc. dba Progressive Roofing

Instructions: The Bidder may add any additional products and services they wish to make available under an awarded contract. Any additional products offered shall fall within the general scope of this solicitation in order to be considered. Items listed in this section shall serve the purpose for verifying contract compliance for using members. Additional forms may be submitted to submit pricing for full product lines as well.

Item Number	Description	Unit of Measure	List Price	1GPA Percentage Discount	1GPA Bid Price	Comments
4.1	1/4" dens deck	SF	$ 2.39	6%	$ 2.25	
4.2	Invinsa board	SF	$ 3.03	6%	$ 2.85	
4.3	1/2" high density cover board	SF	$ 4.26	6%	$ 4.00	
4.4	tapered crickets	SF	$ 3.19	6%	$ 3.00	
4.5	vacuum loose gravel	SF	$ 1.86	6%	$ 1.75	
4.6	Prime	SF	$ 0.48	6%	$ 0.45	
4.7	self-adhered high temperature underlayment	SF	$ 2.93	6%	$ 2.75	
4.8	single-ply flashing	SF	$ 8.51	6%	$ 8.00	
4.9	Boot	each	$ 47.87	6%	$ 45.00	
4.10	Core drain or scupper	each	$ 1,329.79	6%	$ 1,250.00	
4.11	3 ply modified roof assembly	SF	$ 12.77	6%	$ 12.00	
4.12	Premium 2 ply modified bitumen	SF	$ 14.89	6%	$ 14.00	
4.13	modified base, 2 ply built-up roof	SF	$ 6.38	6%	$ 6.00	
4.14	self-adhered fire resistant cap sheet SBS	SF	$ 5.32	6%	$ 5.00	
4.15	vented base sheet	SF	$ 2.66	6%	$ 2.50	
4.16	20 year 4 ply hot applied built-up roof	SF	$ 10.64	6%	$ 10.00	
4.17	Metal roof removal	SF	$ 2.66	6%	$ 2.50	
4.18	Full fabric roof assembly	SF	$ 6.92	6%	$ 6.50	
4.19	Fascia	SF	$ 21.28	6%	$ 20.00	
4.20	Soffits	SF	$ 21.28	6%	$ 20.00	
4.21	Demo Foam	SF	$ 1.70	6%	$ 1.60	
4.22	APP 20 year 2 ply system	SF	$ 10.64	6%	$ 10.00	
4.23	Reinstall tile	SF	$ 5.32	6%	$ 5.00	
4.25	60 mil KEE - mechanically fastened	SF	$ 10.11	6%	$ 9.50	
4.26	60 mil KEE - fully adhered	SF	$ 11.70	6%	$ 11.00	
4.27	2 1/2" isocyanurate insulation	SF	$ 3.56	6%	$ 3.35	
4.28	3" isocyanurate insulation	SF	$ 3.83	6%	$ 3.60	
4.29	Roof hatch with ladder up	each	$ 4,042.55	6%	$ 3,800.00	
4.30	roof hatch	each	$ 2,978.72	6%	$ 2,800.00	
4.31	Tile set in foam adhesive	SF	$ 11.70	6%	$ 11.00	
4.32	New tile	SF	$ 3.19	6%	$ 3.00	
4.33	Bird stop	LF	$ 6.91	6%	$ 6.50	
4.34	Premium 30-year high wind shingles	SF	$ 7.98	6%	$ 7.50	
4.35	2 ply modified bitumen in low voc adhesive	SF	$ 15.59	6%	$ 14.65	
4.35a	Tremco 2 ply modified bitumen in low voc	SF	$ 17.02	6%	$ 16.00	
4.36	2 ply modified bitumen in no voc adhesive	SF	$ 21.12	6%	$ 19.85	
4.37	Stair scaffolding	Day	$ 265.96	6%	$ 250.00	
4.38	Stair scaffolding over 2 stories	Day	$ 425.53	6%	$ 400.00	
4.39	60 mil TPO fleece back	SF	$ 9.84	6%	$ 9.25	

4.40	Wall Coating	SF	$ 3.72	6%	$ 3.50	
4.41	Silicone coating	SF	$ 8.35	6%	$ 7.85	
4.42	80 mil Premium TPO	SF	$ 10.48	6%	$ 9.85	
4.43	5 year urethane deck coating	SF	$ 9.57	6%	$ 9.00	
4.44	10 year urethane deck coating	SF	$ 12.77	6%	$ 12.00	
4.45	Demo Bermuda Tile	SF	$ 4.10	6%	$ 3.85	
4.46	Mechanically attach 2" laminated board with plywood	SF	$ 4.63	6%	$ 4.35	
4.47	Install 20 year shingle assembly	SF	$ 11.97	6%	$ 11.25	
4.48	2 ply high tensile Modified bitumen in type 4 asphalt	SF	$ 17.02	6%	$ 16.00	
4.49	50 mil Kee fleece back -fully adhered	SF	$ 10.64	6%	$ 10.00	
4.50	40 year shingles	SF	$ 8.51	6%	$ 8.00	
4.51	50 year shingles	SF	$ 10.64	6%	$ 10.00	

NATIONAL PURCHASING COOPERATIVE

Pinal County School Office
EDUCATION SERVICES

Contract Extension/Amendment

1/15/2025

Progressive Services Inc. dba Progressive Roofing
23 N 35th Ave
Phoenix, Arizona, 85009
Attn: Mark Farrell

Re: Extension Agreement for Roofing Services, Contract # 21-06P-02-E3

The above-referenced contract is hereby mutually extended for an additional one (1) year period until 03/04/2026. This is the fourth year of a potential five-year agreement. **Please indicate your desire to extend your contract by completing and returning this signed Contract Extension with the following documentation:**

☑ Updated Certificate of Insurance (see terms and conditions of contract to ensure compliance)
☑ Updated Contact Information Sheet

Please check the box next to the appropriate contract price update:

☐ No contract pricing updates. Current price on file is accurate.

☑ Our contract pricing is based on a firm-fixed price list. We are providing an updated firm-fixed price list for 1GPA's approval with this extension.

☐ Our contract pricing is based on a percentage discount. We are providing new price lists for 1GPA's approval with this extension. *Note: Percentage Discounts remain the same as per contract terms and conditions.*

☐ We are aware of new price lists that will be available during the upcoming contract year. We will present those when received. Current price lists will remain on file until updated price lists are received and approved by 1GPA.

Please include a brief description of all the price updates below:

only changes on items with large increases to us.

It is the contractor's responsibility to keep all pricing up to date and on file with 1GPA. All price changes must be provided to 1GPA for approval.

By signing this document, 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.

In addition, please verify that your company is providing usage reports as per the terms of your contract. If you have any questions or concerns regarding these reports, please feel free to contact Michelle Aiken by email: maiken@1GPA.org.

Except as otherwise expressly provided in this amendment, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Vendor Acceptance/Signature:	
Printed Name: Mark Farrell	
Title: President	Date: 1/15/2025

Approvals/Authorized Signatures:
1GPA and Mary C. O'Brien Accommodation School District/Pinal County ESA have reviewed this contract extension. Each party's signature indicates approval. The absence of a signature indicates non-approval.

Christy Knorr 02/04/2025

Christy Knorr, President
1GPA

Jill Broussard 02/04/2025

Jill Broussard, Pinal County Superintendent
Mary C. O'Brien Accommodation School District/Pinal County ESA

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Shawn Armour, IT Manager

Co-Submitter: Allison Hughes

Date: 01/15/2026

Meeting Date: 01/20/2026

TITLE:

Consideration and Approval of Contract: Approval of Participation in a State-Funded Pilot Program for Peregrine software.

STAFF RECOMMENDED ACTION:

Approve the purchase of the Peregrine software in the amount of $82,500 with funding allocated by the State for participation in a state-funded pilot program.

Executive Summary:

The City of Flagstaff Information Technology Division, in coordination with the Flagstaff Police Department (FPD), seeks Council approval to participate in a state-funded pilot program to implement an integrated law enforcement data platform. The platform is essential to the successful transition to a new CAD/RMS system and will provide a secure, CJIS-compliant repository for historical CAD and RMS data. This platform will lessen our need for a legacy data migration, reducing the cost and complexity of a new CAD/RMS implementation. As FPD migrates to a new CAD/RMS environment, preserving access to archive records is critical to maintaining operational continuity and meeting investigative, legal, and public records obligations. This platform ensures historical data remains accessible, secure, and usable without reliance on unsupported legacy systems. In addition, the platform enables real-time decision and operations management by unifying data from multiple sources into a single interface for investigators, analysts, and command staff. The Arizona Department of Administration (ADOA) has appropriated funding to support the implementation, maintenance, and support of a law enforcement data platform for use by multiple agencies across Arizona. The pilot includes licensing, configuration, and initial implementation services, with no obligation for the City to continue services beyond the pilot period.

Financial Impact:

There is no cost for the City of Flagstaff's participation in the pilot program. The Arizona Department of Administration (ADOA) allocated $82,500 in funding to the City to cover the cost of its participation in the pilot program. There is no financial obligation to renew or continue services following the conclusion of the pilot.

This was an unbudgeted purchase. The Police Department will be using the budget appropriation from account number 001-04-061-0222-2-4343 to cover the initial contract term (FY 2025-26).

Policy Impact:

Approval of this item supports the City's commitment to public safety, data security, and effective technology modernization. The project aligns with established policies related to records retention, information security, and operational continuity during major system transitions.

Previous Council Decision or Community Discussion:

There have been no previous Council decisions specific to this pilot program. However, Council has previously supported the Budget initiative to modernize our Enterprise Applications across the City including the 911 Dispatch and Records systems. This product is integral to that effort.

Options and Alternatives to Recommended Action:
Recommended Option: Approve participation in the state-funded pilot program and authorize the purchase of the integrated data platform. Alternative Option: Decline participation in the pilot program, which would require the Police Department to maintain legacy CAD/RMS systems or identify alternative solutions to store and access historical data, potentially increasing long-term costs and operational risk.

Background and History:
ADOA has appropriated funding to implement a law enforcement records management and data platform for use by multiple agencies across Arizona. The pilot program includes licensing, configuration, and initial implementation services intended to demonstrate the platform's capabilities and value. Participation allows Flagstaff to securely preserve historical CAD and RMS data while transitioning to a new system and to evaluate the platform with no long-term contractual obligation.

Connection to PBB Priorities and Objectives:
This project supports Priority-Based Budgeting objectives related to Safe and Healthy Community and High-Performing Governance by ensuring secure data management, supporting effective policing operations, and reducing risk during critical technology transitions.

Connection to Regional Plan:
The project aligns with Regional Plan goals focused on public safety, effective government operations, and the use of technology to support efficient service delivery.

Connection to Carbon Neutrality Plan:
There is no direct impact on the City's Carbon Neutrality Plan. Indirectly, the transition away from legacy systems may reduce reliance on older, less efficient infrastructure.

Connection to 10-Year Housing Plan:
This item has no direct connection to the City's 10-Year Housing Plan.

Connection to Division Specific Plan:
Application Modernization

Attachments:
ADOA Agreement Number DBF2025SB1735-RMS2
CoF Cooperative
Exhibit A - Quote
Exhibit B.1 - Region 4 Education Service Center Cooperative
Exhibit B.2 - Carahsoft - Contract # R240303 - Price Discount Agreement

Katie Hobbs
Governor

Elizabeth Alvarado-Thorson
Director

ARIZONA DEPARTMENT OF ADMINISTRATION

DIVISION OF BUSINESS AND FINANCE
100 NORTH FIFTEENTH AVENUE • SUITE 302
PHOENIX, ARIZONA 85007
(602) 625-8325

ADOA Agreement Number DBF2025SB1735-RMS21

This Agreement is entered into by and between the **Flagstaff Police Department** and the **Arizona Department of Administration** (hereinafter referred to as "**ADOA"**), and shall be effective as indicated in Section 1 - Term of Agreement.

A. **Flagstaff Police Department** and ADOA enter into this Agreement pursuant to Laws 2025, Ch. 233, Sec. 127 of the First Regular Session. Whereas $3,208,500.00 was appropriated for the Law Enforcement Records Management System, established under Laws 2024, Ch. 209, Sec. 127, for fiscal year 2025-2026. From this appropriation, the ADOA shall allocate $82,500.00 to **Flagstaff Police Department**.

B. Pursuant to A.R.S. § 41-703(7), the ADOA Director can contract with or assist other departments, agencies and institutions of the state, local and federal governments in the furtherance of the department's purposes, objectives and programs..

C. Pursuant to A.R.S. § 41-703(8), the ADOA Director can accept and disburse grants, gifts, donations, matching monies and direct payments from public or private agencies for the conduct of programs that are consistent with the overall purposes and objectives of the department.

D. The **Flagstaff Police Department** has those duties set out in Laws 2024, Ch. 209, Sec. 127, including contracting for those services necessary or desirable to enable **Flagstaff Police Department** to adequately perform its duties.

For and in consideration of the terms and conditions set forth herein, the parties agree as follows:

1. Term of Agreement

This Agreement shall be effective from **July 1, 2025** and shall remain in effect until **June 30, 2026.**

2. Scope of Services

The **Flagstaff Police Department** agrees to provide services related to the implementation, maintenance, and support of a Law Enforcement Records Management System, as described in Laws 2024, Ch. 209, Sec. 127. The services will include the following:

A pilot program to connect the records management systems and computer aided dispatch systems of four agencies, including the Pinal county sheriff's office. The software for the pilot project must do all of the following:

(a) Be able to integrate data from common law enforcement systems such as computer

aided dispatch and records management systems on a real-time basis.

(b) Provide capabilities to deduplicate redundant records in law enforcement systems.

(c) Provide advanced configurable search, analytics and visualization capabilities to support common law enforcement mission needs.

(d) Provide granular access controls that allow law enforcement agencies to appropriately restrict access to information by data type, organization, roles, responsibilities, individual investigations and other parameters.

(e) Allow for secure, permission-controlled data integration and sharing between any participating Arizona law enforcement agencies.

(f) Be accessible on a wide variety of common law enforcement agency devices such as desktops, laptops, in-car computers and mobile devices.

(g) Have a demonstrated track record of meeting or exceeding similar mission needs and the ability to reach full operational capability within ninety days of initiation.

(h) Allow for integration with existing law enforcement agency identify and access management solutions, such as single-sign-on and multi-factor authentication.

(i) Be hosted in a secure, criminal justice information services compliant cloud environment that can scale to accommodate the increasing volume and velocity of Arizona law enforcement data needs.

(j) Meet or exceed all federal bureau of investigation criminal justice information services security standards.

(k) Provide granular audit logging for all user interactions with data.

(l) Provide a fully open, interoperable architecture and business terms that ensure that Arizona law enforcement agencies retain full and total rights to agency data at all times.

3. Changes to Scope of Services

Either party may request changes to the Scope of Services provided. Such a request by a party must be in writing to the other party, and the change to the Scope of Services must be approved in writing by the **Flagstaff Police Department** and **ADOA**. Any additional services provided by **ADOA** shall be subject to then-current established **ADOA** billing rates and paid for in accordance with Section 5.

4. Reporting Requirements

The **Flagstaff Police Department** shall submit a financial report on or before September 30th of each year to the **ADOA** of all expenditures made for the Law Enforcement Record Management System in the preceding fiscal year.

The **Flagstaff Police Department** shall submit a program report on or before September 30th of each year to the **ADOA** of a summary of the program activities for the Law Enforcement Record Management System in the preceding fiscal year.

5. Manner of Financing

The Arizona Department of Administration shall distribute the sum of $82,500.00 to the **Flagstaff Police Department** to establish and maintain a Law Enforcement Records Management System,

established under Laws 2024, Ch. 209, Sec. 127. This distribution is based on the appropriated amount from Laws 2025, Ch.233, Sec. 127, subject to the availability of funds and compliance with all applicable laws and regulations.

The **Flagstaff Police Department** acknowledges that these funds are intended to be used exclusively for the implementation, maintenance, and support of the Law Enforcement Records Management System program, and that any use of the funds for purposes other than those authorized under this agreement may result in the termination of the agreement and forfeiture of the remaining funds. The parties agree to maintain accurate records of all expenditures related to the Law Enforcement Records Management System.

6. Termination

Either party may terminate this Agreement upon thirty (30) calendar days written notice to the other party.

In the event the parties determine the Scope of Services requires the acquisition of capital equipment necessary for the business functions of the **Flagstaff Police Department** and determine to amortize the cost of such equipment over several years, the **Flagstaff Police Department** shall reimburse **ADOA** for such unamortized amounts on or before the date the contract is terminated.

In the event resources other than capital equipment have been specifically acquired for the **Flagstaff Police Department** business function and upon the determination by **Flagstaff Police Department** to terminate this Agreement prior to **ADOA**'s recovery of the cost of these resources, **Flagstaff Police Department** shall be responsible to reimburse **ADOA** for the unrecovered cost of these resources, on or before the date the contract is terminated.

UNIFORM TERMS AND CONDITIONS

7. Administration and Operation

- **Records**. Under A.R.S. § 35-214 and § 35-215, the Flagstaff Police Department shall retain any and all Data and other "records" relating to the acquisition and performance of the Agreement for a period of five (5) years after the completion of the award. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Flagstaff Police Department shall produce a legible copy of any or all such records.

- **Non-Discrimination.** The Flagstaff Police Department shall comply with State Executive Orders No. 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

- **Audit.** Pursuant to A.R.S. § 35-214, at any time during the term of this Agreement and five (5) years thereafter, the Flagstaff Police Department's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Agreement.

- **Facilities Inspection and Materials Testing.** The Flagstaff Police Department agrees to permit access to its facilities, and the Flagstaff Police Department's processes or services, at reasonable times for inspection of the facilities or Materials covered under this award. The State shall also have the right to test, at its own cost, the Materials to be supplied under this award. Neither inspection of the Flagstaff Police Departments facilities nor Materials testing shall constitute final acceptance of the Materials or Services.

- **Advertising, Publishing and Promotion of Award.** The Flagstaff Police Department shall not use, advertise or promote information for commercial benefit concerning this award without the prior written approval of ADOA.

8. **Federal Immigration and Nationality Act.** Flagstaff Police Department shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the award. The State shall retain the right to perform random audits of Flagstaff Police Department records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Flagstaff Police Department be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the award for default and suspension.

9. **E-Verify Requirements.** In accordance with A.R.S. § 41-4401, Flagstaff Police Department warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23- 214, Subsection A.

10. **Availability of Funds for the Current State Fiscal Year.** Should the State Legislature enter back into session and reduce the appropriations or for any reason and these Materials or Services are not funded, the State may take any of the following actions:
    - Accept a decrease in award offered to the Flagstaff Police Department;
    - Cancel the award; or
    - Cancel the award and re-solicit the requirements.

11. **Personnel.** Flagstaff Police Department warrants that its personnel will perform their duties under the Agreement in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the award. Flagstaff Police Department further warrants that its key personnel will maintain any and all certifications relevant to their work, and Flagstaff Police Department shall provide individual evidence of certification to State's authorized representatives upon request.

12. **Agreement Termination**

- **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, the State may cancel this Agreement within three (3) years after Agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State is or becomes at any time while the Agreement or an extension of the Agreement is in effect an employee of or a consultant to any other party to this Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when the Flagstaff Police Department receives written notice of the cancellation unless the notice specifies a later time. If the Flagstaff Police Department is a political subdivision of the State, it may also cancel this award as provided in A.R.S. § 38-511.

- **Termination for Convenience.** The State reserves the right to terminate the Agreement, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Flagstaff Police Department shall stop all work, as directed in the notice, notify all contractors of the effective date of the termination and minimize all further costs to the State. The Flagstaff Police Department shall be entitled to receive just and equitable compensation for work in progress, work completed, and Materials or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, shall apply.

13. **Arbitration.** The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (A.R.S. Title 41).

14. This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.

15. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law.

16. This Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral or written.

17. Any change, modification, or extension of this Agreement must be submitted to the ADOA in writing or email.

18. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.

19. The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other Party or to take any action permitted by this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.

20. The substantive laws of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties further agree to cooperate in all ways reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.

21. Nothing in this Agreement is intended to create any third-party beneficiary rights; and the State and the Flagstaff Police Department expressly state that this Agreement does not create any third-party rights of enforcement.

22. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.

23. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.

24. Except as expressly provided herein, no Party may delegate or assign its rights or responsibilities under this Agreement without prior written approval of the other Party and any purported assignment or delegation in violation of this provision shall be void.

25. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for ADOA to terminate this Agreement, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this agreement.

26. All notices required or permitted under this Agreement shall be given in writing and addressed as follows:

Flagstaff Police Department:	**ADOA:**
City of Flagstaff	Arizona Department of Administration
Flagstaff Police Department	Division of Business and Finance
911 E Sawmill Rd	100 N. 15th Avenue
	Suite 302
Flagstaff, AZ 86001	Phoenix, AZ 85007
ATTN: Allison Hughes	ATTN: Michael Gurr
Police Support Services Section Director	Deputy Assistant Director
Phone Number: 928-699-0566 Email: ahughes@flagstaffaz.gov	Phone Number: 602.625.8325 Email: mike.gurr@azdoa.gov

THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE UNDERSTANDING BETWEEN THE PARTIES, AND IT SUPERSEDES ALL PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER DOCUMENTS OR COMMUNICATIONS BETWEEN THE PARTIES RELATIVE TO THE SUBJECT MATTER HEREIN COVERED, UNLESS SUCH DOCUMENTS OR COMMUNICATIONS ARE SPECIFICALLY INCLUDED BY REFERENCE.

IN WITNESS WHEREOF, the parties have executed this Agreement:

Flagstaff Police Department:

By: _____
<Insert Name>, <Insert Title?

Date: _____

ADOA:

By: _____
Elizabeth Alvarado-Thorson
Director

Date: _____

COOPERATIVE PURCHASE CONTRACT
Contract No. 2026-13

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 **Carahsoft Technology Corporation**, a **Maryland State Inc.** ("Contractor").

RECITALS:

A. Contractor is a fully authorized vendor of Technology Product Solutions and Related Services.

B. **Region 3 Education Service Center (ESC)** conducted a competitive and open procurement process through Request for Proposal **24-03** that resulted in Contract No. **R240303** 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:

Technology Product Solutions and Related Services

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Scope of Work attached as *Exhibit A* and incorporated by reference.

3. 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.

4. Payment:

   4.1 Payment to Contractor for the materials and/or services not to exceed **Eighty-two thousand five hundred dollars and no cents ($82,500.00)**; 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 for a period of one (1) year with an option for one (1) additional one-year renewal period presuming that the underlying Agency Contract has not expired or been terminated.

Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City:
Allison Hughes
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
ahughes@flagstaffaz.gov
928-556-2305

To Contractor:
Sonja Baur
Carahsoft Technology Corp
11493 Sunset Hills Road, Suite 100
Reston, VA 20190
Sonja.Baur@carahsoft.com
571-662-3819

With a copy to:
Emily Markel
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
emarkel@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.

Carahsoft Technology Corp:

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
SCOPE OF WORK
(attached)

1. Carahsoft Technology/Peregrine Quote – 1 page

EXHIBIT B
AGENCY CONTRACT
(attached)

1. Region 4 ESC– Contract R240303 (124 pages)
2. Region 4 ESC – Pricing (30 pages)

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

carahsoft.

TO: Sean Patrick Connolly
Chief of Police
City of Flagstaff
911 E Sawmill Rd
Flagstaff, AZ 86001 USA

EMAIL: sconnolly@flagstaffaz.gov

PHONE: (928) 679-4068

FROM: Sonja Baur
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: Sonja.Baur@carahsoft.com

PHONE: (571) 662-3819

TERMS: OMNIA Software Solutions and Services contract: R240303
Term: January 1, 2025 - December 31, 2027
FTIN:52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Sales Tax May Apply

QUOTE NO:	57792986
QUOTE DATE:	08/14/2025
QUOTE EXPIRES:	09/30/2025
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$82,500.00
TOTAL QUOTE:	$82,500.00

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
1	AR2472-CAR001-1YR-1195	Software subscription for 1 year term, including data integration, unlimited users Peregrine Technologies - AR2472-CAR001-1YR		$82,500.00	COOP	1	$82,500.00

SUBTOTAL: $82,500.00

TOTAL PRICE: **$82,500.00**

TOTAL QUOTE: **$82,500.00**

Please reference OMNIA on PO.

Flagstaff Police Department

Scope of Work:

Peregrine Technologies, Inc. will deliver the Peregrine software platform ("Peregrine") to Flagstaff Police Department to provide access to Peregrine's data integration and analysis software. Under this scope of work Peregrine will integrate data from: Hexagon CAD and RMS.

The Customer is responsible for any third-part data access or API fees.

Peregrine is providing these capabilities under a firm-fixed-price license that includes all support, training, and cloud hosting services needed to achieve the project objectives.

The quoted amount includes Peregrine's absorption of the tax amount. No tax is needed on PO.

Contract #

for

with

Effective:

The following documents comprise the executed contract effective:

I. Vendor Contract and Signature Form

II. Supplier’s Response to the RFP

III. [FILLER TEXT]

IV. [FILLER TEXT]

V. [FILLER TEXT]

APPENDIX A

Contract

*This Contract ("**Contract**") is made as of December 17, 2024 by and between Carahsoft Technology Corporation **Contractor**") and Region 4 Education Service Center ("**Region 4 ESC**") for the purchase of Software Solutions and Services ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposal Number 24-03 for ("RFP"), to which Contractor provided a response ("**Proposal**"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. Term of agreement. The initial term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for an additional term of up to two (2) years or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. Notwithstanding the forgoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

      i. Providing material that does not meet the specifications of the Contract;
      ii. Providing work or material was not awarded under the Contract;
      iii. Failing to adequately perform the services set forth in the scope of work and specifications;

iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) 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 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, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract for a period of up to one year beyond the term of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

    Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4

ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor 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.

26) Safety measures. Contractor 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. Contractor shall post warning signs against all hazards created by its 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.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name: Carahsoft Technology Corporation

Address: 11493 Sunset Hills Road, Suite 100,

City/State/Zip: Reston, VA 20190

Telephone No.: 703.871.8500

Email Address: Sales@carahsoft.com

Printed Name: Jennifer Kanach

Title: Secretary

Authorized signature: Jennifer Kanach

Accepted by Region 4 ESC:

Contract No. _R240303

Initial Contract Term 1/1/2025 to 12/31/2027

Linda Tinnerman
Region 4 ESC Authorized Board Member

12/17/2024
Date

Linda Tinnerman
Print Name

Victor E. White
Region 4 ESC Authorized Board Member

12/17/2024
Date

Victor E. White
Print Name

24-03 Addendum 4
Carahsoft Technology Corporation
Supplier Response

Event Information

Number: 24-03 Addendum 4
Title: Software Solutions and Services
Type: Request for Proposal
Issue Date: 4/24/2024
Deadline: 6/13/2024 02:00 PM (CT)
Notes: Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Only online proposals will be accepted. Proposals must be submitted via Region 4 ESC's online procurement system: region4esc.ionwave.net.

No manual, emailed, or faxed proposals will be accepted.

NON-MANDATORY PRE-PROPOSAL CONFERENCE

Meeting to be held on
Thursday, May 9, 2024 at 11:00 am
via ZOOM. Click here to join.

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Procurement and Operations Specialist.

Contact Information

Address: Finance and Operations
7145 West Tidwell Road
TX 77092
Email: questions@esc4.net

Carahsoft Technology Corporation Information

Address: 11493 Sunset Hills Road, Suite 100,
Reston, VA 20190
Phone: (703) 871-8500

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

Jennifer Kanach
Signature

Proposals@carahsoft.com
Email

Submitted at 6/13/2024 11:43:01 AM (CT)

Requested Attachments

OFFER AND CONTRACT SIGNATURE FORM

Carahsofts Offer and Contract Signature Form.pdf

Please complete the Offer and Contract Signature Form, located on the Attachments tab, and upload the completed document here.

Appendix B - Terms & Conditions Acceptance Form

Carahsofts Appendix B Terms & Conditions Acceptance Form.pdf

Please complete the Terms & Conditions Acceptance Form, located on the Attachments tab, and upload the completed document here.

Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

Carahsofts Acknowledgment and Acceptance of Region 4 ESCs Open Records Policy.pdf

Please complete the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy, located on the Attachments tab, and upload the completed document here.

Products and Pricing

Carahsofts Response to Region 4 ESCs RFP #24-03.pdf

Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Value Add

No response

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract. Furniture can be included as a Value-Add, include any fees such as installation, delivery options, setup/cleaning, classroom design/layout, special orders, etc.

Additional Agreements Offeror will require Participating Agencies to sign.

No response

Upload any additional agreements offeror will require Participating Agencies here.

Antitrust Certification Statements

Carahsofts Antitrust Certification Statements.pdf

Please complete the Antitrust Certification Statements, located on the Attachments tab, and upload the completed document here.

Certificate of Interested Parties (Form 1295)

Carahsofts 1295 Form.pdf

Must complete the form online at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Texas Government Code 2270 Verification Form

Carahsofts Texas Government Code 2270 Verification Form.pdf

Please complete the Texas Government Code 2270 Verification Form, located on the Attachments tab, and upload the completed document here.

Diversity Program Certifications

No response

If there are any diversity programs, provide a copy of their certification.

Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification — *No response*

Please upload Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification if applicable.

Minority Women Business Enterprise Certification — *No response*

Please upload Minority Women Business Enterprise Certification if applicable.

Historically Underutilized Business (HUB) Certification — *No response*

Please upload Historically Underutilized Business (HUB) Certification if applicable.

Historically Underutilized Business Zone Enterprise (HUBZone) — *No response*

Please upload Historically Underutilized Business Zone Enterprise (HUBZone) if applicable.

Other recognized diversity certificate holder — *No response*

Please upload other recognized diversity certificate holder if applicable.

Submit FEIN and Dunn & Bradstreet report. — Carahsofts 2022 Financial Statement Paragraph - D&B Writeup.pdf

Upload FEIN and Dunn & Brandstreet report here.

OMNIA Partners - Exhibit F Federal Funds Certifications — Carahsofts Exhibit F Federal Funds Certifications.pdf

Please complete the OMNIA Partners - Exhibit F Federal Funds Certifications located on the Attachments tab and upload the completed documents here.

OMNIA Partners - Exhibit G New Jersey Business Compliance — Carahsofts Exhibit G New Jersey Business Compliance Forms.pdf

Please complete the OMNIA Partners - Exhibit G New Jersey Business Compliance forms, located on the Attachments tab, and upload the completed documents here.

Bid Attributes

1	**Oral Communication** Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal. ☑ I have read and agree.
2	**Scope of Work** Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate your review and acceptance below. ☑ I have read and agree.
3	**Terms and Conditions** Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab. Indicate your review and acceptance below. ☑ I have read and agree.

4 **Products/Pricing - Upload on Response Attachments Tab**

Offerors shall provide pricing based on a discount from a manufacturer's price list, or fixed price, or a combination of both with indefinite quantities. Offeror may offer their complete product, and service offering as a balance of line. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apple, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories. The discount proposed shall remain the same throughout the term of the contract and at all renewal options. Price lists must contain the following: (if applicable)

- Manufacturer Part #
- Offeror's Part # (if different from manufacturer part #)
- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)
- List all categories that you are offering

5 **Is pricing available for all products and services?**

☑ Yes

☐ No

6 **Describe any shipping charges (where applicable).**

All deliveries shall be freight prepaid F.O.B. destination and shall be included in all pricing unless otherwise clearly stated in writing.

Carahsoft understands this requirement and can confirm all pricing provided is comprehensive.

7 **Provide pricing for warranties on all products and services.**

All products and services come with an initial warranty included in the price. Additional warranties are available upon request.

8 **Describe any return or restocking fees.**

We do not offer a return policy on software and services, and by the nature of software licenses and services there are no restocking concerns.

9 **Describe customer fulfillment process.**

Carahsoft’s number one concern is providing all orders swiftly and accurately. Our customer fulfillment process includes a number of safeguards to ensure that each order is handled efficiently, and each customer is satisfied with their procurement. When a purchase order is received from the customer, a unique Carahsoft sales order number is generated. The purchase order is then entered in the accounting system where a Carahsoft purchase order is generated to submit to the vendor. After the PO is submitted and the order has been shipped, the vendor issues an invoice to Carahsoft. Once the vendor invoice is received, it generates the corresponding customer invoice. The customer’s payment is due within 30 days and payment closes out once payment of their invoice is received. Customers may place orders with Carahsoft in a variety of methods. Acceptances of physical PO, contracts, electronic orders, fax are all acceptable order methods. Please see Products and Pricing Response.

10 **Discounts or Rebates**

Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

Additional discounts can be provided on a deal-by-deal basis.

11 Verification of Contract Pricing

Describe how customers verify they are receiving Contract pricing.

Carahsoft has a representative that manages our current Omnia contract. This same representative will help manage this contract, and will help ensure that all Participating Agencies will receive the Master Agreement pricing through any distributors or reseller partners. In addition, the contract pricing will be listed for all our inhouse sales representatives to chose in our internal, custom built Customer Relationship Management Platform to ensure direct deals are properly priced according to the Master Agreement.

12 Describe invoicing process. Include payment terms and acceptable methods of payment outlining any associated fees pertaining to credit card/p-cards.

Carahsoft's preferred payment terms are Net30. Carahsoft accepts orders via purchase order, credit card (phone or web), direct invoices, customer contracts and similar, and will work with Region 4 ESC to reach an agreement on preferred forms of payment.

13 Frequency of Pricing Updates

Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

This information varies by manufacturer.

14 Future Product Introductions

Describe how future product introductions will be priced and align with Contract pricing proposed.

Carahsoft will add products and services that are in scope of the contract per the terms and conditions and discounts proposed.

15 Not to Exceed Pricing

Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary structure is not acceptable.

16 Appendix D, Exhibit A, OMNIA Partners Response for National Contract

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

17 Appendix D, Exhibit B, OMNIA Partners Administration Agreement

The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed redlined exceptions to OMNIA Partners Administration Agreement.

18 Appendix D, Exhibits F and G

Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

19 Emergency Orders

Describe how Offeror responds to emergency orders.

Once Carahsoft has received an order it places the order with the manufacturer to send to the customer directly. Many of Carahsoft's orders are software, so there is an instant delivery per the agreed upon schedule, which can be escalated in the case of an emergency.

20	**What is Offeror's average Fill Rate?** We are able to fill all orders for the solutions provided in this proposal 100% of the time, due to inventory and restocking not being a concern for software and services.
21	**What is Offeror's average on time delivery rate?** Describe Offeror's history of meeting the shipping and delivery timelines. Carahsoft delivers all of its orders on time. Once Carahsoft has received an order it places the order with the manufacturer to send to the customer directly. Many of Carahsoft's orders are software, so there is an instant delivery per the agreed upon schedule.
22	**Describe Offeror's return and restocking policy.** We do not offer a return policy on software and services, and due to the nature of software licenses and services there are no restocking concerns.
23	**Describe Offeror's ability to meet service and warranty needs.** All products and services come with an initial warranty included in the price. Additional warranties are available upon request.
24	**Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.** Carahsoft's hours are from 8:30am - 5:30pm EST, but our vendors offer a variety of customer service hours, often providing avenues for 24/7 care
25	**Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.** Carahsoft's preferred payment terms are Net30. Carahsoft accepts orders via purchase order, credit card (phone or web), direct invoices, customer contracts and similar, and will work with Region 4 ESC to reach an agreement on preferred forms of payment.
26	**Describe Offeror's contract implementation/customer transition plan.** During the first ten days following contract award, the Carahsoft team will conduct additional discovery activities. We have identified the keys to establishing a successful project are open discussion, careful planning and proactive risk identification and mitigation. The Carahsoft team will immediately work with the Region 4 ESC representatives, our staff and partners in a series of meetings and workshops from the executive level to the staff level to ensure the compliance of product delivery and contract requirements. This process is the first step in the Carahsoft Team's successful contract performance On Day One of contract award, Carahsoft will launch our Region 4 ESC ten day marketing blitz. We will also begin to convert quotes in our CRM system to Region 4 ESC quotes. This transition will help provide Carahsoft with additional opportunities throughout the United States and will motivate customers to utilize different Region 4 ESC contracts in the process.
27	**Describe the financial condition of Offeror.** As a privately owned company, Carahsoft does not publicly release financial information. We are a stable, conservative, and profitable company which has grown, since founding in 2004, from $4M in bookings to more than $16.4B in 2023. The company has received numerous accolades for our business performance from our manufacturing partners and the industry, including annual recognition (detailed further on our website) in the CRN Solution Provider 500 (2006-Present), Washington Technology's Top 100 Government Contractors (2010-Present), and the Washington Business Journal's Largest Government Contractors (2011-Present). We currently maintain a $25M line of credit available (currently 100% available) with Xenith Bank. Should you require our audited financial statements or have further financial inquiries, we would be happy to provide additional information under separate cover to the specific individual that would be reviewing them. Specific questions may be referred to Craig P. Abod, Pres

28 **Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.**

Carahsoft will develop and maintain a microsite that will be dedicated to this Contract. This will be a supplement to the Vendor support site and will include materials such as: - Contract Information - Contract FAQ Document - Product Information - Catalog/ Pricelist Information - Additional Contractual Information. The following are examples of Dedicated Websites for current Carahsoft contracts: - Department of Defense ESI BPA Contract # N00104-12-A-ZF31 (http://www.carahsoft.com/buy/esi-bpa-contracts/department-defense-esi-desktop-bpa-contract-n00104-12-zf31) - Department of Navy ESI BPA Contract (https://www.carahsoft.com/buy/esi-bpa-contracts/department-defense-esi-bpa-contract-n00104-12-zf31) - NASA SEWP V Contract # NNG15SC03B/NNG15SC27B (http://www.carahsoft.com/buy/sewp)

29 **Describe the Offeror's safety record.**

Due to there being no inventory to risk employee's safety, Carahsoft has a clean safety record.

30 **Provide a brief history of the Offeror, including year it was established and corporate office location.**

Carahsoft Technology Corp. is an IT solutions provider delivering best-of-breed hardware, software, and support solutions to federal, state and local government agencies. Formed by a group of seasoned professionals with decades of experience in sales, marketing and contract program management, Carahsoft has built our reputation as a customer-centric organization. The Carahsoft team has a proven history of helping agencies find the best possible technology solution at the best possible value. Each customer works directly with a dedicated account representative to determine a solution tailored specifically to meet his or her needs. We combine our extensive knowledge of the technologies we provide, with a thorough understanding of the government procurement process, to analyze needs, provide configuration support, simplify the ordering process, and offer special government pricing. More information in our Products and Pricing response.

31 **Describe Offeror's reputation in the marketplace.**

Carahsoft has a unique business model focusing on providing superior sales and marketing execution, a track record of success, high integrity, and a focus on strategic vendor relationships. Carahsoft offers a vast portfolio and provides many value adds that other large reseller companies cannot attain. However, As an IT reseller and distributor, Carahsoft works together with a number of other companies and strives to maintain positive relationships in the IT industry because the IT business requires cooperation on all levels. We are a stable, conservative, and profitable company and have received numerous accolades, as detailed below and further on our awards page: http://www.carahsoft.com/awards ? Top Ranked GSA Schedule 70 Contract holder for software ? #22 on Washington Business Journal's Largest Government Contractors List for 2023 ? #31 on Washington Technology's Top 100 Government Contractors List for 2023 ? Fed 100 Winner and Ernst & Young Entrepreneur of the Year, Craig P. Abo

32 **Describe Offeror's reputation of products and services in the marketplace.**

In addition to our awards above, Carahsoft maintains one of the largest partner networks in the industry and can provide a quote for any vendor in 30 minutes.

33 **Provide a current list of Authorized Distributors/Resellers including contact information and geographical area.**

Carahsoft would like to leverage our entire partner network, to ensure that all OMNIA Partners have the best coverage and options available on the market, no matter their need or location. Considering the constantly expanding nature of our current partner network of over 4,000 partners, Carahsoft is unable to list all potential partners at this time. Carahsoft will act as the main point of contact for any processing, handling or shipping of any products or services to the end user and can even provide direct contact information for our manufacturer or reseller partners to facilitate communication if needed.

34 **Describe the experience and qualifications of key employees.**

Craig Abod - Top corporate executive with more than 25 years of experience in government sales, government marketing, and Federal Contract program management / Robert Moore - • Senior Sales Executive with a 15+ year accomplished career track. More information can be found in our Product and Pricing response.

35 **Describe Offeror's experience working with the government sector.**

Carahsoft has been providing best of breed hardware, software, and support solutions to federal, state, and local government agencies since 2004, processing over 388,969 orders. Additionally, over the past 20 years Carahsoft has acquired and maintained a wide variety of purchasing contract vehicles for agencies at the state, local, and federal levels. Associated with all contracts are dedicated and experienced contract management resources. A list of available contracts can be found at www.carahsoft.com/contracts/index.php.

36 **Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.**

Carahsoft does not have any such actions.

37 **Indicate if Offeror is licensed to do business in all 50 states.**

☑ Yes

☐ No

38 **Provide Offeror's expertise in working with public sector and understanding of the unique technical regulatory requirements.**

Carahsoft has secured numerous contracts that enable Carahsoft and our partners to serve public sector customers throughout the United States and Canada. We are a topperforming contractor for the GSA Schedule, SEWP V and ITES-SW2 contracts. We hold several agency-specific contracts and Department of Defense Enterprise Software Initiative agreements and provide our EDU and SLG customers with access to technology via The Quilt contract, the NASPO Value Point and OMNIA Partners cooperating purchasing agreements, and numerous state and reseller contracts. We have established strategic, long-term relationships with the industry's leading manufacturers including Adobe, Splunk, Google Cloud, Amazon Web Services, Microsoft, VMware, Salesforce, Zoom, DocuSign, Micro Focus Government Solutions, Dell Technologies, Snowflake, Palo Alto Networks, ServiceNow, Veritas, Broadcom, and SAP, among hundreds of other established and emerging technology providers. Please see Products and Pricing Response.

39 **References**

Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

Please find 3 references and Carahsoft's request to provide further information upon award in our Product and Pricing response. **Carahsoft actively administers and maintains several cooperative purchasing contracts for the General Services Administration (GSA), National Aeronautics and Space Administration (NASA), National Association of State Procurement Officials (NASPO), OMNIA Partners, Texas Department of Information Resources (among many others), and Public Services and Procurement Canada (PSPC).**

40 **Value Add**

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

Carahsoft will provide the following additional value-added services at no additional cost to Region 4 ESC: 1. Dedicated Account Manager 2. Program Management 3. Training Webcasts & Access to Carahsoft Facilities 4. Proactive Marketing of the Contract 5. Monthly/Quarterly Reports 6. Dedicated Phone Lines & Live Chat 7. Dedicated Contract Microsite 8. Dedicated Email Address Please find an in-depth description of these bullets in our Products and Pricing response.

41 **Competitive Range**

It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.

42 Past Performance

An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.

43 Additional Investigations

Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.

44 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

☐ Yes

☑ No

45 Supplier Response

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

46 Brief history and description of Supplier to include experience providing similar products and services.

Carahsoft Technology Corp. is The Trusted Government IT Solutions Provider®, supporting Public Sector organizations across Federal, State and Local Government agencies and Education and Healthcare markets. As the Master Government Aggregator® for our vendor partners, we deliver solutions for Cybersecurity, MultiCloud, DevSecOps, Big Data, Artificial Intelligence, Open Source, Customer Experience and more. Working with resellers, systems integrators and consultants, our sales and marketing teams provide industry leading IT products, services, and training through hundreds of contracts. Founded in 2004, Carahsoft is headquartered in Reston, Virginia.

47 Total number and location of salespersons employed by Supplier.

Carahsoft employees about 3,500 persons.

48 Number and location of support centers (if applicable) and location of corporate office.

Carahsoft’s main office is located at 11493 Sunset Hills Road, Reston, VA 20190

49 Annual sales for the three previous fiscal years.

$16400000000

50 Annual sales for the three previous fiscal years.

$12500000000

51 Annual sales for the three previous fiscal years.

$10600000000

52 **Describe any green or environmental initiatives or policies.**

Reducing our carbon footprint is extremely important to Carahsoft. As a result, we strive to ensure that our recycling program is comprehensive and robust. Carahsoft uses single-stream recycling to make it as easy as possible for our employees to recycle as much as they can. Carahsoft uses recycled materials whenever possible. For example, hard copy bid submissions are printed on recycled paper and shipped using recycled packing materials. Carahsoft uses only Energy Star compliant hardware, which uses substantially less electricity when items are not in use. Additionally, thelights in our office are on a timer to ensure that lights are turned off when the employees are not working. Likewise, motion detectors ensure that lights are not left on when rooms are empty. Carahsoft has implemented VMware internally, which moves our servers to a virtualized cloud environment, eliminating the need for physical servers in our office. This has drastically reduced our server footprint, allowing us to save thousands of dollars each year on heating and cooling our data center.Carahsoft also seeks to reduce our carbon footprint by providing transit benefits for employees who use public transportation to commute to and from work. In fact, we recently relocated our offices to within less than half of a mile of the Washington Metrorail System, making it easy for employees to take advantage of sustainable public transportation. Carahsoft is always open to suggestions on how we can encourage more sustainable practices and how we can implement further policies to reduce our company's footprint.

53 **Diversity Programs**

Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Carahsoft maintains a vast ecosystem of partners of various socioeconomic classifications, including resellers, systems integrators, and service providers. The Carahsoft partner network includes a very diverse group with varying specializations, credentials, product lines, and business types, including over 700 Small Businesses. If awarded, Carahsoft will leverage our experience managing this vast partner ecosystem to support the participation of MWBEor SDVOB certified businesses.

54 **Minority Women Business Enterprise**

☐ Yes
☑ No

55 **If yes, list certifying agency:**

No response

56 **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise**

☐ Yes
☑ No

57 **If yes, list certifying agency:**

No response

58 **Historically Underutilized Business (HUB)**

☐ Yes
☑ No

59 **If yes, list certifying agency:**

No response

60 **Historically Underutilized Business Zone Enterprise (HUBZone)**

☐ Yes
☑ No

61 **If yes, list certifying agency:**

No response

62 **Other recognized diversity certificate holder**

☐ Yes

☑ No

63 **If yes, list certifying agency:**

No response

64 **Contractor Relationships**

List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

As described above, Carahsoft has a robust partner network, many of which do meet minority owned standards.

65 **Describe how supplier differentiates itself from its competitors.**

Carahsoft's top three differentiating strengths include: 1. Sales & Marketing – Carahsoft provides innovative sales and marketing programs to each vendor we support. Carahsoft's dedicated proactive sales team focuses on lead generation, proactive inside sales, and provides responsive sales support. We work with vendors to develop a joint sales process based on the vendor go-to-market strategy and work to align the Carahsoft sales team with vendor and reseller teams. Carahsoft's comprehensive marketing program is supported by a dedicated marketing team of 220+ reps. The marketing team plans and executes many informative events throughout the year to drive demandincluding but not limited to: webcasts, on-site events (Carahsoft hosted and third-party hosted), conferences and trade shows, email campaigns, social media campaigns, advertising and thought-leadership. Carahsoft invests in many marketing resources that we extend to our vendor teams to maximize marketing effectiveness and amplify the vendor's messaging. 2. Proven Execution – Carahsoft has leveraged its vast contracting experience and extended it to quoting and order management. In our experience managing public sector aggregation programs on behalf of other industry leading vendors, Carahsoft has the operation excellence in place to free up vendor resources previously committed these tasks. We feel our model will allow Autodesk to "offload" some of these tasks on Carahsoft, knowing that we are fully committed and capable of servicing the partner eco-system. - Carahsoft seamlessly generates quotes within 30 minutes or less - Carahsoft has a team dedicated to renewals sales and a leadershipgroup to ensure that each team is working at an optimal level. 3. Knowledge of Government – The government market is complex and the intricacies offer the opportunity for an innovative model driven to best serve government customers and add value to the channel. Carahsoft has extensive knowledge and decades of expertise in understanding the public sector market, including: ??Unique budget and procurement cycles - Specific contract requirements and set-asides - Audits, regulations and compliance - The value of Prime Contractors and Systems Integrators and how to work with them - Competitive marketplace - Security Clearances - Collection of A/R requires expertise and focus Carahsoft stays current with government requirements, trends and initiatives by attending and participating in many industry events. We also rely on the expertise of our industry consultants who are former government executives.

66 **Litigation, Bankruptcy or reorganization**

Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Not applicable.

67 Felony Conviction Notice

Indicate if the supplier:

- is a publicly held corporation and this reporting requirement is not applicable;
- is not owned or operated by anyone who has been convicted of a felony; or
- is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

☐ Yes

☑ No

68 Debarment or suspension actions

Describe any debarment or suspension actions taken against supplier.

Not Applicable.

69 Distribution, Logistics

Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Carahsoft is leveraging our vast ecosystem of manufacturer, reseller, and services partners. Please see our attached corporate line card for an idea of the large partner network we can provide for this initiative.

70 Distribution

Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Carahsoft holds many other contract vehicles with State and Local agencies. We are happy to offer these to any states where products and services will not be offered under the Master Agreement. Please see a full list of our contracts here: https://www.carahsoft.com/buy#state-local

71 Distribution

Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Carahsoft has a representative that manages our current Omnia contract. This same representative will help manage this contract, and will help ensure that all Participating Agencies will receive the Master Agreement pricing through any distributors or reseller partners. In addition, the contract pricing will be listed for all our in-house sales representatives to chose in our internal, custom built Customer Relationship Management Platform to ensure direct deals are properly priced according to the Master Agreement.

72 Logistics

Identify all other companies that will be involved in processing, handling or shipping the products/services to the end user.

Carahsoft would like to leverage our entire partner network, to ensure that all OMNIA Partners have the best coverage and options available on the market, no matter their need or location. Considering the constantly expanding nature of our current partner network of over 4,000 partners, Carahsoft is unable to list all potential partners at this time. Carahsoft will act as the main point of contact for any processing, handling or shipping of any products or services to the end user and can even provide direct contact information for our manufacturer or reseller partners to facilitate communication if needed.

73	**Logistics** Provide the number, size and location of Supplier's distribution facilities, warehouses and retail networks as applicable. Carahsoft is capable of shipping to any customer worldwide from our main headquarters in Reston, VA. As a North American distributor, 99% of hardware deliveries are made within the continent and mostly within continental US or US address abroad.
74	**Marketing and Sales** Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to: • Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days. • Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days. Carahsoft can confirm we will have dedicated contract management and marketing personnel involved to determine strategies to advertise the new contract and determine the best ways to ensure our in house personnel, manufacturer partners and reseller partners can leverage the contract.

75	**90-day Plan** Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to: • Creation and distribution of a co-branded press release to trade publications • Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days. • Design, publication and distribution of co-branded marketing materials within first 90 days • Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement • Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners. • Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement • Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.) • Dedicated OMNIA Partners internet web-based homepage on Supplier's website with: •OMNIA Partners standard logo; •Copy of original Request for Proposal; •Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier; •Summary of Products and pricing; •Marketing Materials •Electronic link to OMNIA Partners' website including the online registration page; •A dedicated toll-free number and email address for OMNIA Partners i. Carahsoft will post a co-branded press release on our website, as well as a trade publication such as GlobeNewswire. Here is an example from a previous contract: https://www.globenewswire.com/news-release/2020/05/21/2037187/0/en/Carahsoft-Awarded-Educational-Software-Solutions-and-Services-Contract-through-OMNIA-Partners-Public-Sector.html ii. Carahsoft posts all contracts and agreement details on our website at the following link: https://www.carahsoft.com/buy#omnia-partners-public-sector Upon award, Carahsoft will add the relevant contract details to the website above. iii. Carahsoft's dedicated marketing team will edit current materials to add co-branded marketing on this contract to our proven end-user / customer initiatives such as the following: ? On-Site Events ? Webcasts ? Tradeshows ? Industry conferences ? Email Campaigns ? Digital and Print ads iv. Carahsoft offers deep experience in public sector marketing. Our dedicated team plans, promotes and executes more than 2,000 public-sector marketing campaigns and events each year, including contract specific promotional activities such as national, state and local government and education shows. We would be more than happy to participate with OMNIA Partners at these trade shows, or additional trade shows that may be beneficial to promoting the Master Agreement. v. Carahsoft can commit to attend the NIGP Annual Forum. vi. As a prime government aggregator, Carahsoft is constantly utilizing marketing efforts to drive and identify new and upcoming business. We confirm that we will include this contract in our marketing efforts throughout the term of the Master Agreement through national and regional trade publications. vii. Carahsoft relishes the opportunity to promote our success stories to our current and future customers. We confirm that we will continue to make updated publications and materials throughout the contract term to promote the Master Agreement. viii. Carahsoft has a dedicated OMNIA contract page for our current contract here: https://www.carahsoft.com/buy/slg-contracts/all-states/omnia-partners-edu#resources. Upon award, we will add the details provided above for this current contract to our page. We are also more than happy to edit the information provided for our current contracts if necessary to meet the OMNIA partner's goals.

76 Transition

Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Carahsoft holds a mulititude of contracts for the convenience of our Government customers. Each agency often requires different terms and conditions or contract vehicles and we work diligently to discuss the right option for each customer. Carahsoft has a database of information to determine the best contract to use for each agency, and vendor. Carahsoft will utilize this database when discussing options with our government customers, and recommend this contract for our SLED customers whenever possible.

77 Logo

Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

☑ Yes

☐ No

78 Sales

Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- Best government pricing
- No cost to participate
- Non-exclusive

☑ Yes

☐ No

79 Training

Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- Key features of Master Agreement
- Working knowledge of the solicitation process
- Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- Knowledge of benefits of the use of cooperative contracts

☑ Yes

☐ No

80

Responsibility

Provide the name, title, email and phone number for the person(s), who will be responsible for:

- Executive Support
- Marketing
- Sales
- Sales Support
- Financial Reporting
- Accounts Payable
- Contracts

The security and privacy of each of Carahsoft's employees are of the upmost importance to the company. Due to the sensitive nature of this information, Carahsoft respectfully declines to share names and contact information for specific employees at this stage. We would be more than happy to provide this information upon award or sample resumes upon down selection directly to the evaluation team where it will not be part of the public record.

81

Sales Force

Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Please see the attachment labelled "Carahsoft's Organization Chart". Due to our employee confidentiality and the public nature of procurement documents, Carahsoft respectfully declines to provide the contact information for our employees at this time.

82

Implementation

Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Our sales teams will be educated on the availability of this contract, and the relevant contract details so they can offer this contract as an option for our government customers to utilize when purchasing IT Solutions and Services.

83

Program Management

Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Carahsoft will appoint a dedicated Contract Manager who will help manage communications received from Participating Public Agency's requesting to account set up, and who will manage any contract administration requirements.

84

Supplier's Customer List

State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Carahsoft completed $16.4B in sales in 2023, however due to customer confidentiality Carahsoft is unable to provide total purchase numbers and contact information on documents subject to the public record.

85

System Capabilities and Limitations

Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

The Carahsoft Team is fully able to send and receive Delivery Orders, Order Status Reports, Post Order Reports, Administrative Handling Fees, and the like in any format that is most comfortable to our Government Customers. Carahsoft accepts orders via purchase order, credit card (phone or web), direct invoices, customer contracts and similar.

86

Projected Sales Year One

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$0

87

Projected Sales Year Two

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$0

88

Projected Sales Year Three

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$0

89

General Terms and Conditions

Respondent agrees to comply with the General Terms and Conditions provided as an attachment to this online bid event. Any deviations to the General Terms and Conditions may be provided using the procedures set forth in the attribute pertaining to deviations.

☑ I certify compliance with this attribute.

90

Felony Conviction Notification

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into an agreement 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 the agreement 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".

Use the checkbox associated with this item to identify your status as it relates to this legal requirement.

☑ Non-Felon - person/owner IS NOT a convicted felon

☐ Not Applicable-firm is a publicly held corporation

☐ Felon - person/owner IS a convicted felon

91

Name of Felon and Nature of Felony, if applicable

If response to previous attribute was "Felon - person/owner IS a convicted felon", vendor shall give the name of the felon and details of conviction.

If you did not answer "Felon - person/owner IS a convicted felon" in the previous question, type "N/A" in the respective field.

N/A

92	**Criminal History Records Review of Certain Contract Employees** Texas Education Code Chapter §22.0834 requires that criminal history records be obtained regarding covered employees of entities that contract with a school entity in Texas to provide services for that school entity ("Contractors") and entities that contract with school entity contractors ("Subcontractors"). Covered employees with disqualifying criminal histories are prohibited from serving at a school entity. Contractors/Subcontractors contracting with a school entity shall (1) maintain compliance with the requirements of Texas Education Code Chapter 22 to the school entity; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22. Contractors performing work at a school entity in Texas must comply with these statutes. Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school entity *and* have or will have direct contact with students. The school entity will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students at their school. ☑ I certify compliance with this attribute.
93	**Historically Underutilized Business (HUB) Certification** Businesses that have been certified by the Texas Building and Procurement Commission (TBPC) or other qualified agency as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this proposal invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form. Select one of the available options: **OPTION A**: My business has NOT been certified as HUB. **OPTION B**: I certify that my business has been certified as a Historically Underutilized Business (HUB), and I have/will upload the certification information into the "Response Attachments" Tab located in this online bidding event. ☑ OPTION A ☑ OPTION B

94	**Disclosure of Interested Parties** Texas state law requires the Disclosure of Interested Parties be filed with a public entity, including regional service centers and school districts, for any contract which: (1) requires an action or vote by the governing body; or (2) has a value of $1 million or more; or (3) for any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305. NOTE: This form is not required if the vendor is a publicly-traded business entity, including a wholly-owned subsidiary of the business entity (a company in which ownership is dispersed among the general public via shares of stock which are traded via at least one stock exchange or over-the-counter market). If you are required by law to submit this form, it must be completed online at the Texas Ethics Commission website. Obtain a numbered certificate and click the link below to access the instructions and to complete this required form. Upon completion, vendors required to submit the form must attach it to the proposal via the "Response Attachments" Tab. Click here to complete the form on the Texas Ethic Commission's 1295 Form webpage. Please note: The District must verify receipt of all required 1295 forms received within 30 days on the Texas Ethics Commission website. This verification does not indicate a contract award. Contract awards will be issued via direct communication from the AISD Purchasing Department. A contract requiring a Disclosure of Interested Parties form is voidable at any time if: (1) the governmental entity or state agency submits to the business entity written notice of the business entity's failure to provide the required disclosure; and (2) the business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice. **IF UNDER LAW YOU ARE EXEMPT FROM SUBMITTING THIS 1295 FORM, PROPOSERS MUST SUBMIT A DOCUMENT THAT SHOWS PROOF OF THIS EXEMPTION.** ENTITY TYPES THAT ARE EXEMPT AND SHOULD ATTACH THIS PROOF ARE LISTED IN STATUE AS: • a sponsored research contract of an institution of higher education; • an interagency contract of a state agency or an institution of higher education; • a contract related to health and human services if: • the value of the contract cannot be determined at the time the contract is executed; and • any qualified vendor is eligible for the contract; • a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity; • a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or • a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code. ☑ I certify compliance with this attribute.

95	**Conflict of Interest Questionnaire** Region 4 Education Service Center (Region 4) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with Region 4 or who seeks to do business with Region 4 must fill out the new Conflict of Interest Questionnaire (CIQ) if a conflict of interest exists. A conflict of interest exists in the following situations: 1) If the vendor has an employment or other business relationship with a local government officer of Region 4 or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or 2) If the vendor has given a local government officer of Region 4, or a family member of the officer, one or more gifts with the aggregate value of $100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or 3) If the vendor has a family relationship with a local government officer of Region 4. *"Vendor"* means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. Texas Local Government Code 176.001(7). *"Business relationship"* means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. Texas Local Government Code 176.001(3). *"Family relationship"* means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a). *"Local government officer"* means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001(4). **Individuals serving as a Member of the Board of Directors, the Executive Director, Cabinet Members, and other local government officers may be found at: https://www.esc4.net/about/about-region-4.** For additional information on Conflict of Interest Questionnaire, and the statutes that mandate it, please visit the following links: Texas Local Government Code, Section 176 Texas House Bill 23 A blank Conflict of Interest Questionnaire is available by clicking: https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf. If your firm is required to return a completed Conflict of Interest Questionnaire with your proposal submission, use the "Response Attachments" Tab to upload the completed document. ☑ I certify compliance with this attribute.

96

Entities that Boycott Israel

Pursuant to Chapter 2271 of the Texas Government Code, the Respondent hereby certifies and verifies that neither the Respondent , nor any affiliate, subsidiary, or parent company of the Respondent , if any (the "Respondent Companies"), boycotts Israel, and the Respondent agrees that the Respondent and Respondent 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.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) Respondent is not a sole proprietorship; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.

☑ I certify compliance with this attribute.

97

Foreign Terrorist Organizations

Section 2252.152 of the Texas Government Code prohibits Region 4 ESC from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it not ineligible to receive the contract.

☑ I certify compliance with this attribute.

98

Firearm Entities and Trade Associations Discrimination

Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

APPLICABILITY: This clause applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least $100,000 that is paid wholly or partly from public funds of the governmental entity.

EXCEPTIONS: This clause is not required when a state Agency: (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.

☑ I certify compliance with this attribute.

99

Energy Company Boycott Prohibited

Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) a "company" within the definitions of Section 2274.001(2) of the Tex. Gov't Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.

☑ I certify compliance with this attribute.

100

Critical Infrastructure Affirmation

Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

EXCEPTION: Clause only applies to solicitations and contracts in which the contractor would be granted direct or remote access to or control of critical infrastructure, as defined by Section 2274.0101 of the Texas Government Code, in this state, other than access specifically allowed for product warranty and support purposes.
The Governor of the State of Texas may designate countries as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code. Agencies should promptly add any country that is designated by the Governor to this clause."

☑ I certify compliance with this attribute.

101

Open Records Policy

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

OPTION A: We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

OPTION B: We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act and these requested exemptions are uploaded into the "Response Attachments" Tab located in this online bidding event.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

☑ OPTION A - No proprietary information

☐ OPTION B - Proprietary information marked

102

Consent to Release Proposal Tabulation

Notwithstanding anything explicitly and properly declared as Confidential or Proprietary Information to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the District may publicly release, including posting on the public Region 4 ESC and/or OMNIA Partners website(s), a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), unit price(s), hourly labor rate(s), or other specified pricing; and Vendor award notice information.

☑ I certify compliance with this attribute.

103

Contracting Information

If Vendor is not a governmental body and

(a) this Agreement has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC; or

(b) this Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC in a fiscal year of REGION 4 ESC, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov't Code § 552.374(b), 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 RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to

(1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to REGION 4 ESC for the duration of the Agreement;

(2) promptly provide to REGION 4 ESC any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of REGION 4 ESC; and

(3) on completion of the Agreement, either

(a) provide at no cost to AISD 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 REGION 4 ESC.

☑ I certify compliance with this attribute.

104

Anti-Trust Certification Statement

Vendor affirms under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and

(4) Neither I nor any representative of the Company have 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.

☑ I certify compliance with this attribute.

105

Federal Rule (A) - Contract Term Violations

(A) 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.

*Pursuant to Federal Rule (**A**) above, when federal funds are expended by Region 4 ESC, Region 4 ESC reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.*

☑ I certify compliance with this attribute.

106	**Federal Rule (B) - Termination Conditions** **(B)** Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000) *Pursuant to Federal Rule (**B**) above, when federal funds are expended by REGION 4 ESC, REGION 4 ESC reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or REGION 4 ESC. REGION 4 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 ESC believes, in its sole discretion that it is in the best interest of REGION 4 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by REGION 4 ESC as of the termination date if the contract is terminated for convenience of REGION 4 ESC. Any award under this procurement process is not exclusive and REGION 4 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of REGION 4 ESC.* ☑ I certify compliance with this attribute.
107	**Federal Rule (C) - Equal Employment Opportunity** **(C)** 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.” It is the policy of REGION 4 ESC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or disabling conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract. *Pursuant to Federal Rule (**C**) and the requirements stated above, when federal funds are expended by REGION 4 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.* ☑ I certify compliance with this attribute.

108

Federal Rule (D) - Davis Bacon Act/Copeland Act

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

*Pursuant to Federal Rule (**D**) above, when federal funds are expended by REGION4 ESC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.*

☑ I certify compliance with this attribute.

109

Federal Rule (E) - Contract Work Hours and Safety Standards Act

(E) (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.

*Pursuant to Federal Rule (**E**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.*

☑ I certify compliance with this attribute.

110

Federal Rule (F) - Rights to Inventions Made Under a Contract or Agreement

(F) If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

*Pursuant to Federal Rule (**F**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.*

☑ I certify compliance with this attribute.

111	**Federal Rule (G) - Clean Air Act/Federal Water Pollution Control Act** **(G)** The 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). When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process in excess of $100,000, the vendor certifies that the vendor is in compliance 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. *Pursuant to Federal Rule (**G**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (**G**) above.* ☑ I certify compliance with this attribute.
112	**Federal Rule (H) - Debarment and Suspension** **(H)** (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. *Pursuant to Federal Rule (**H**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to REGION 4 ESC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. REGION 4 ESC may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless REGION 4 ESC knows the certification is erroneous.* ☑ I certify compliance with this attribute.

113

Federal Rule (I) - Byrd Anti-Lobbying Amendment

(I) (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 Federal Rule (**I**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 ESC 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). The undersigned further certifies 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

☑ I certify compliance with this attribute.

114

Federal Rule (J) - Procurement of Recovered Materials

(J) When federal funds are expended by REGION 4 ESC, REGION 4 ESC 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 (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

*Pursuant to Federal Rule (**J**) above, when federal funds are expended REGION 4 ESC, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.*

☑ I certify compliance with this attribute.

115

Federal Rule (K) - Prohibition on certain Telecom and Surveillance Service and Equipment

(K) ALIEF ISD, as a non-federal entity, is 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 uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced 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.

The Respondent certifies that it will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

☑ I certify compliance with this attribute.

116

Federal Rule (L) - Buy American Provisions

(L) As appropriate and to the extent consistent with law, REGION 4 ESC has 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, when spending federal funds. 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. Purchases that are made with non-federal funds or grants are excluded from the Buy American Act.

Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

"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.

☑ I certify compliance with this attribute.

117

Federal Rule - Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds

When federal funds are expended by REGION 4 ESC, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:

1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

☑ I certify compliance with this attribute.

118	**Federal Rule - Federal Record Retention** When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of five (5) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Vendor agrees that REGION 4 ESC, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The 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 permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract. ☑ I certify compliance with this attribute.
119	**Federal Rule - Profit Negotiation** For purchases using Federal funds in excess of $250,000, REGION 4 ESC may be required to negotiate profit as a separate element of the price. (See 2 CFR 200.324(b)). When required by REGION 4 ESC, Vendor agrees to provide information relating to profitability of the given transaction and itemize the profit margin as a separate element of the price. ☑ I certify compliance with this attribute.
120	**Federal Rule - Solid Waste Disposal Act** 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 Sold Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include 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 exceed $10,000; procuring sold 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. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014.) Pursuant to this federal rule, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this paragraph. ☑ I certify compliance with this attribute.

121	**Federal Rule - Never Contract with the Enemy – 2 C.F.R. § 200.215** When federal funds are expended by REGION 4 ESC for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed $50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, REGION 4 ESC will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183. The 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 grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. AISD has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy. ☑ I certify compliance with this attribute.
122	**Applicability to Subcontractors** Vendor agrees that all contracts it awards pursuant to this procurement action shall be bound by the terms and conditions of this procurement action. ☑ I certify compliance with this attribute.
123	**Compliance with the Energy Policy and Conservation Act** When REGION 4 ESC expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18). ☑ I certify compliance with this attribute.

124	**Indemnification** **Acts or Omissions** Vendor shall indemnify and hold harmless Region 4, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. **Infringements** a) Vendor shall indemnify and hold harmless Region 4 and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement. c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing. **Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity** a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR REGION 4 SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. b) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, REGION 4 AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT, VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. ☑ I certify compliance with this attribute.
125	**Excess Obligations Prohibited** Proposer understands that all obligations of Region 4 ESC under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by Region 4 ESC. ☑ I certify compliance with this attribute.
126	**Suspension and Debarment** Respondent certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency. ☑ I certify compliance with this attribute.

127	**Change in Law and Compliance with Laws** Proposer shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the Region 4 ESC, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. Region 4 ESC reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for compliance with all applicable state and federal laws, regulations, requirements and guidelines. ☑ I certify compliance with this attribute.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1174684

Date Filed:
06/12/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Carahsoft Technology Corp.
Reston, VA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

OMNIA Partners

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

R191902 #24-03
10-8 Systems Offerings

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Natalie LeMay, and my date of birth is 02/03/1997.

My address is 11493 Sunset Hills Rd (street), Reston, (city), VA (state), 20190-5230 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Fairfax County, State of Virgina, on the 12 day of June (month), 2024 (year).

Natalie LeMay

Signature of authorized agent of contracting business entity
(Declarant)

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Jennifer Kanach, as an authorized representative of

Carahsoft Technology Corporation, a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Jennifer Kanach

Signature of Named Authorized Company Representative

06/04/24

Date

Carahsoft's Response to the

Region 4 Education Service Center

Request for Proposal

Software Solutions and Services

Solicitation Number: #24-03

Thursday,
June 13, 2024

Carahsoft Technology Corporation
11493 Sunset Hills Road, Suite 100
Reston, VA 20190
888.662.2724 | www.carahsoft.com

Primary Point of Contact
Benjamin Rader | Contracts Specialist
703.889.9872 | Benjamin.Rader@carahsoft.com

Secondary Point of Contact
Proposals@carahsoft.com

June 13, 2024
Region 4 Education Service Center
7145 West Tidwell Road
TX 77092 USA

Re: Carahsoft's Response to the Region 4 Education Service Center's Request for Proposal: Software Solutions and Services, Solicitation Number: #24-03

Dear Contracting Officer,

Carahsoft Technology Corp. appreciates the opportunity to respond to the Region 4 Education Service Center (ESC)'s Request for Proposal (RFP): Software Solutions and Services. Carahsoft is proposing our catalog of supported vendors to meet the ESC's requirements for Software Solutions and Services. Our team has reviewed and considered ESC's requirements outlined in the RFP and has carefully put together a solution that will best meet your needs.

Carahsoft, The Trusted Government IT Solutions Provider®, is responding as a current OMNIA contractor and reseller for a portfolio of industry-leading solutions.

Contract Title	Contract Number	Lead Agency
Educational Software Solutions and Services	R191902	Region 4 ESC - TX
Human Capital Management Systems and Managed Business Solutions	R200702	Region 4 ESC - TX
Technology Products, Solutions and Related Services	23-6692-01	Cobb County, GA

As the Master Government Aggregator® for our vendor partners, Carahsoft has combined extensive knowledge of the technologies we provide with a thorough understanding of the government procurement process, to analyze needs, provide configuration support, simplify the ordering process, and offer special government pricing since 2004. Working with resellers, systems integrators and consultants, our sales and marketing teams provide industry leading IT products, services, and training to support Public Sector organizations across Federal, State and Local Government agencies and Education and Healthcare markets.

Please feel free to contact me directly at 703.889.9872/Benjamin.Rader@carahsoft.com or Madeline Hall at 703.230.7450/Madeline.Hall@carahsoft.com with any questions or communications that will assist ESC in the evaluation of our response. This proposal is valid for 120 days from the date of submission.

Thank you for your time and consideration.

Sincerely,

Benjamin Rader

Benjamin Rader
Contracts Specialist

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Appendix A 42

Exhibit A 49

Exhibit B 60

Pricing 68

A) PRODUCTS AND PRICING

i. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories.

Carahsoft has read, understands, and will comply with this requirement. Our pricing has been included at the end of our submission.

ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: (if applicable)

- *Manufacturer part #*
- *Offeror's Part # (if different from manufacturer part #)*
- *Description*
- *Manufacturers Suggested List Price and Net Price*
- *Net price to Region 4 ESC (including freight)*
- *Offer an extensive robust line of top manufacturers*
- *Submitted price list must include the Offerors' company name, solicitation*
- *name/number and date.*
- *List all categories that you are offering*

Carahsoft has read, understands, and will comply with this requirement. Carahsoft is proposing to extend the pricing discounts that are offered in our current contract with Region 4 ESC (Contract R191902). This pricelist can be viewed at the following link: https://www.omniapartners.com/publicsector/suppliers/carahsoft-technology-corp/contract-documentation#c35362

iii. Is pricing available for all products and services?

Yes, pricing is available for all our offerings.

iv. Describe any shipping charges (where applicable). All deliveries shall be freight prepaid F.O.B. destination and shall be included in all pricing unless otherwise clearly stated in writing.

Carahsoft understands this requirement and can confirm all pricing provided is comprehensive.

v. Provide pricing for warranties on all products and services.

All products and services come with an initial warranty included in the price. Additional warranties are available upon request.

vi. Describe any return and restocking fees.

We do not offer a return policy on software and services, and due to the nature of the offered software licenses and services there are no restocking concerns.

vii. Describe customer fulfillment process

Carahsoft's number one concern is providing all orders swiftly and accurately. Our customer fulfillment process includes a number of safeguards to ensure that each order is handled efficiently, and each customer is satisfied with their procurement.

When a purchase order is received from the customer, a unique Carahsoft sales order number is generated. The purchase order is then entered in the accounting system where a Carahsoft purchase order is generated to submit to the vendor. After the PO is submitted and the order has been shipped, the vendor issues an invoice to Carahsoft. Once the vendor invoice is received, it generates the corresponding customer invoice. The customer's payment is due within 30 days and payment closes out once payment of their invoice is received.

Customers may place orders with Carahsoft in a variety of methods. Acceptances of physical PO, contracts, electronic orders, fax are all acceptable order methods. Carahsoft strives to be easy to do business will engage customers in the manner best suited for the customer.

viii. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

Additional discounts can be provided on a deal-by-deal basis.

ix. Describe how customers verify they are receiving Contract pricing.

Carahsoft has a representative that manages our current Omnia contract. This same representative will help manage this contract, and will help ensure that all Participating Agencies will receive the Master Agreement pricing through any distributors or reseller partners. In addition, the contract pricing will be listed for all our in-house sales representatives to chose in our internal, custom built Customer Relationship Management Platform to ensure direct deals are properly priced according to the Master Agreement.

x. Describe invoicing process. Include payment terms and acceptable methods of payment outlining any associated fees pertaining to credit card/p-cards.

Carahsoft's preferred payment terms are Net30. Carahsoft accepts orders via purchase order, credit card (phone or web), direct invoices, customer contracts and similar, and will work with Region 4 ESC to reach an agreement on preferred forms of payment

xi. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

This information varies by manufacturer.

xii. Describe how future product introductions will be priced and align with Contract pricing proposed.

Carahsoft will add products and services that are in scope of the contract per the terms and conditions and discounts proposed.

xiii. Provide any additional information relevant to this section.

Carahsoft has no additional relevant information for this section.

B) Performance Capability

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

Please see under "Exhibit A - 3.0 Supplier Response."

ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed redlined exceptions to OMNIA Partners Administration Agreement

Carahsoft understands and acknowledges this requirement. Please see all exceptions listed in Appendix B attached to the desginated location on the portal.

iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

Please find Exhibit F and Exhibit G located in the designated section in the portal.

iv. Describe how Offeror responds to emergency orders.

Once Carahsoft has received an order it places the order with the manufacturer to send to the customer directly. Many of Carahsoft's orders are software, so there is an instant delivery per the agreed upon schedule, which can be escalated in the case of an emergency.

v. What is Offeror's average Fill Rate?

We are able to fill all orders for the solutions provided in this proposal 100% of the time, due to inventory and restocking not being a concern for software and services.

vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

Carahsoft delivers all of its orders on time. Once Carahsoft has received an order it places the order with the manufacturer to send to the customer directly. Many of Carahsoft's orders are software, so there is an instant delivery per the agreed upon schedule.

vii. Describe Offeror's return and restocking policy.

We do not offer a return policy on software and services, and due to the nature of the offered software licenses and services there are no restocking concerns.

viii. Describe Offeror's ability to meet service and warranty needs.

All products and services come with an initial warranty included in the price. Additional warranties are available upon request.

ix. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

Carahsoft's hours are from 8:30am - 5:30pm EST, but our vendors offer a variety of customer service hours, often providing avenues for 24/7 care.

x. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

Carahsoft's preferred payment terms are Net30. Carahsoft accepts orders via purchase order, credit card (phone or web), direct invoices, customer contracts and similar, and will work with Region 4 ESC to reach an agreement on preferred forms of payment

xi. Describe Offeror's contract implementation/customer transition plan.

During the first ten days following contract award, the Carahsoft team will conduct additional discovery activities. We have identified the keys to establishing a successful project are open discussion, careful planning and proactive risk identification and mitigation.

The Carahsoft team will immediately work with the Region 4 ESC representatives, our staff and partners in a series of meetings and workshops from the executive level to the staff level to ensure the compliance of product delivery and contract requirements. This process is the first step in the Carahsoft Team's successful contract performance

On Day One of contract award, Carahsoft will launch our Region 4 ESC ten day marketing blitz. We will also begin to convert quotes in our CRM system to Region 4 ESC quotes. This transition will help provide Carahsoft with additional opportunities throughout the United States and will motivate customers to utilize different Region 4 ESC contracts in the process.

xii. Describe the financial condition of Offeror.

As a privately owned company, Carahsoft does not publicly release financial information. We are a stable, conservative, and profitable company which has grown, since founding in 2004, from $4M in bookings to more than $16.4B in 2023. The company has received numerous accolades for our business performance from our manufacturing partners and the industry, including annual recognition (detailed further on our website) in the CRN Solution Provider 500 (2006-Present), Washington Technology's Top 100 Government Contractors (2010-Present), and the Washington Business Journal's Largest Government Contractors (2011-Present).

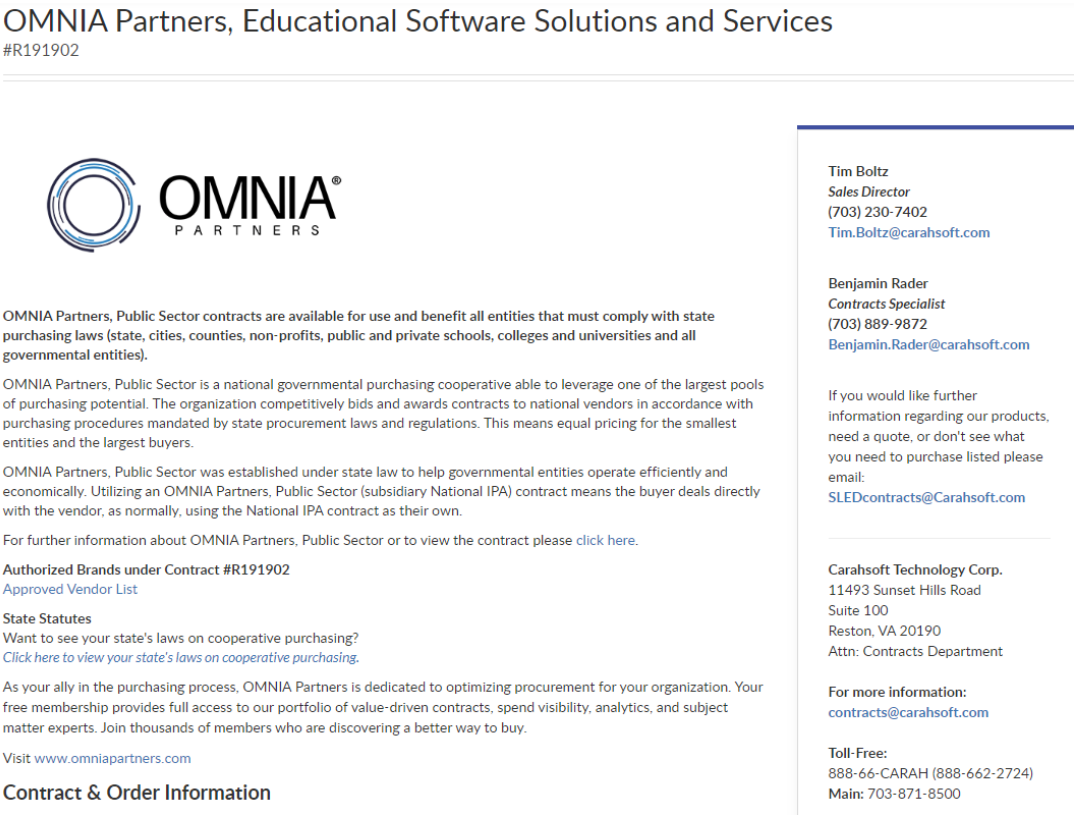
We currently maintain a $25M line of credit available (currently 100% available) with Xenith Bank. Should you require our audited financial statements or have further financial inquiries, we would be happy to provide additional information under separate cover to the specific individual that would be reviewing them.

Specific questions may be referred to Craig P. Abod, *President of Carahsoft Technology Corp.*

xiii. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

Carahsoft will develop and maintain a microsite that will be dedicated to this Contract. This will be a supplement to the Vendor support site and will include materials such as:

- Contract Information
- Contract FAQ Document
- Product Information
- Catalog/ Pricelist Information
- Additional Contractual Information



OMNIA Partners, Educational Software Solutions and Services
#R191902

OMNIA PARTNERS

OMNIA Partners, Public Sector contracts are available for use and benefit all entities that must comply with state purchasing laws (state, cities, counties, non-profits, public and private schools, colleges and universities and all governmental entities).

OMNIA Partners, Public Sector is a national governmental purchasing cooperative able to leverage one of the largest pools of purchasing potential. The organization competitively bids and awards contracts to national vendors in accordance with purchasing procedures mandated by state procurement laws and regulations. This means equal pricing for the smallest entities and the largest buyers.

OMNIA Partners, Public Sector was established under state law to help governmental entities operate efficiently and economically. Utilizing an OMNIA Partners, Public Sector (subsidiary National IPA) contract means the buyer deals directly with the vendor, as normally, using the National IPA contract as their own.

For further information about OMNIA Partners, Public Sector or to view the contract please click here.

Authorized Brands under Contract #R191902
Approved Vendor List

State Statutes
Want to see your state's laws on cooperative purchasing?
Click here to view your state's laws on cooperative purchasing.

As your ally in the purchasing process, OMNIA Partners is dedicated to optimizing procurement for your organization. Your free membership provides full access to our portfolio of value-driven contracts, spend visibility, analytics, and subject matter experts. Join thousands of members who are discovering a better way to buy.

Visit www.omniapartners.com

Contract & Order Information

Tim Boltz
Sales Director
(703) 230-7402
Tim.Boltz@carahsoft.com

Benjamin Rader
Contracts Specialist
(703) 889-9872
Benjamin.Rader@carahsoft.com

If you would like further information regarding our products, need a quote, or don't see what you need to purchase listed please email:
SLEDcontracts@Carahsoft.com

Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, VA 20190
Attn: Contracts Department

For more information:
contracts@carahsoft.com

Toll-Free:
888-66-CARAH (888-662-2724)
Main: 703-871-8500

The following are examples of Dedicated Websites for current Carahsoft contracts:

- OMNIA Partners, Educational Software Solutions and Services #R191902
- OMNIA Partners, Cobb County, GA Technology Products, Solutions and Related Services # 23-6692-01
- NASA SEWP V Contract # NNG15SC03B/NNG15SC27B

xiv. Describe the Offeror's safety record.

Carahsoft has a clean safety record, as we carry no inventory to risk employee's safety,

xv. Provide any additional information relevant to this section.

We have no further information to provide in this section.

C) QUALIFICATION AND EXPERIENCE

i. Provide a brief history of the Offeror, including year it was established and corporate office location.

Carahsoft Technology Corp. is an IT solutions provider delivering best-of-breed hardware, software, and support solutions to federal, state and local government agencies. Formed by a group of seasoned professionals with decades of experience in sales, marketing and contract program management, Carahsoft has built our reputation as a customer-centric organization.

The Carahsoft team has a proven history of helping agencies find the best possible technology solution at the best possible value. Each customer works directly with a dedicated account representative to determine a solution tailored specifically to meet his or her needs. We combine our extensive knowledge of the technologies we provide, with a thorough understanding of the government procurement process, to analyze needs, provide configuration support, simplify the ordering process, and offer special government pricing.

Carahsoft will leverage its experience with state and federal procurement agencies to streamline the ordering process for the State of Texas. Carahsoft maintains state-wide contracts in Texas, Ohio, Pennsylvania, California, Florida, Illinois, Maryland, New York State, North Carolina, and Virginia. Additionally, Carahsoft Technology Corp. currently holds many of the proposed products on our GSA Schedule contract (47QSWA18D008F).

ii. Describe Offeror's reputation in the marketplace.

Carahsoft has a unique business model focusing on providing superior sales and marketing execution, a track record of success, high integrity, and a focus on strategic vendor relationships. Carahsoft offers a vast portfolio and provides many value adds that other large reseller companies cannot attain. However, As an IT reseller and distributor, Carahsoft works together with a number of other companies and strives to maintain positive relationships in the IT industry because the IT business requires cooperation on all levels. We are a stable, conservative, and profitable company and have received numerous accolades, as detailed below and further on our awards page: http://www.carahsoft.com/awards

- Top Ranked GSA Multiple Award Schedule Contract holder for software
- #22 on Washington Business Journal's Largest Government Contractors List for 2023
- #31 on Washington Technology's Top 100 Government Contractors List for 2023
- Fed 100 Winner and Ernst & Young Entrepreneur of the Year, Craig P. Abod, President and CEO; Fed 100 Winner, John Lee, Vice President of Cloud Services

iii. Describe Offeror's reputation of products and services in the marketplace.

In addition to our awards above, Carahsoft maintains one of the largest partner networks in the industry and can provide a quote for any vendor in 30 minutes.

iv. Provide a current list of Authorized Distributors/Resellers including contact information and geographical area.

Carahsoft would like to leverage our entire partner network, to ensure that all OMNIA Partners have the best coverage and options available on the market, no matter their need or location. Considering the constantly expanding nature of our current partner network of over 4,000 partners, Carahsoft is unable to list all potential partners at this time. Carahsoft will act as the main point of contact for any processing, handling or shipping of any products or services to the end user and can even provide direct contact information for our manufacturer or reseller partners to facilitate communication if needed.

v. Describe the experience and qualification of key employees.

Carahsoft has managed and administered a variety of cooperative contracts for nearly 20 years, and our dedicated team members have hands-on experience working with OMNIA's needs and requirements. Our leadership team has ample management experience for Texas' account size and type as evidenced below:

Name	Title	Years of Experience
Craig P. Abod	President	40 years
Robert Moore	Vice President	25 years
Karina Woods	Director, Order Management	25 years
Julie Denworth	Director, Marketing	20 years
Tim Boltz	Director, Sales	15 years
Karlie Schachle	Manager, Contract Validation and Reporting	14 years
Madeline Hall Barfield	Manager, Contract Administration	12 years
Benjamin Rader	Contracts Specialist	2 years

Robert R. Moore, Vice President

- Senior Sales Executive with a 25 year accomplished career track
- Held senior sales management positions throughout a dynamic tenure in US Government Information Technology Sales
- Developed multiple successful; selling organizations from the ground up to revenues greater than $500M
- Has contributed to the development of several organizations from the start-up/ incubator phase into mature successful selling phases
- Successful and experienced at performing all aspects of monthly sales forecasting and competitive analyses to develop highly successful selling organizations
- 25 years of total experience in Government IT Sales in positions that have ranged from Technical Account Manager, Director of Sales and several Senior Sales Management posts

Julie Denworth, Vice President, Marketing

- 20 years of experience growing and managing marketing teams to support demand generation in the public sector
- 10+ years of experience as a senior marketing executive
- Committed to ensuring marketing operational success through implementation of best practices and careful assessment of value provided through each program
- Directed competitive research, lead generation activities, nurture programs, channel and internal communications / promotional programs

Karina Woods, Director, Order Management

- 20 years of experience with order management and data entry at Carahsoft, including processing invoices and billing transactions
- Billing and invoicing for software and services that are highly transactional in nature (consumption-based licensing models, cloud services, etc.)
- Tracking extremely large quantiles of orders on a daily, monthly, and yearly basis.
- Managing and tracking orders for Carahsoft's Billing Team, and providing the Billing Team with key information needed to invoice certain orders that are handled with attention to detail and focus

vi. Describe Offeror's experience working with the government sector.

Carahsoft has been providing best of breed hardware, software, and support solutions to federal, state, and local government agencies since 2004, processing over 388,969 orders. Additionally, over the past 20 years Carahsoft has acquired and maintained a wide variety of purchasing contract vehicles for agencies at the state, local, and federal levels. Associated with all contracts are dedicated and experienced contract management resources. A list of available contracts can be found at www.carahsoft.com/contracts/index.php.

vii. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

Carahsoft does not have any such actions.

viii. Indicate if Offeror is licensed to do business in all 50 states

Carahsoft is licensed to do business in all 50 states.

ix. Provide Offeror's expertise in working with public sector and understanding of the unique technical regulatory requirements.

Carahsoft has secured numerous contracts that enable Carahsoft and our partners to serve public sector customers throughout the United States and Canada. We are a topperforming contractor for the GSA Schedule, SEWP V and ITES-SW2 contracts. We hold several agency-specific contracts and Department of Defense Enterprise Software Initiative agreements and provide our EDU and SLG customers with access to technology via The Quilt contract, the NASPO Value Point and OMNIA Partners cooperating purchasing agreements, and numerous state and reseller contracts.

We have established strategic, long-term relationships with the industry's leading manufacturers including Adobe, Splunk, Google Cloud, Amazon Web Services, Microsoft, VMware, Salesforce, Zoom, DocuSign, Micro Focus Government Solutions, Dell Technologies, Snowflake, Palo Alto Networks, ServiceNow, Veritas, Broadcom, and SAP, among hundreds of other established and emerging technology providers.

Our partner ecosystem encompasses more than 4,000+ government contractors, resellers, and integrators who we support and enable with an entire suite of value- added opportunities that run the gamut from training/certification and pre-sales support to lead generation and business development.

By providing an unparalleled volume of proactive, government-focused sales and marketing, including 4,400+ educational events and campaigns annually, we drive demand for our partners. As a result, we now serve as the largest government partner for the majority of our vendors, who have also entrusted other

major aspects of their businesses to Carahsoft including partner enablement, commercial sales, renewals and upsell, and help desk services.

x. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

Carahsoft actively administers and maintains several cooperative purchasing contracts for the General Services Administration (GSA), National Aeronautics and Space Administration (NASA), National Association of State Procurement Officials (NASPO), OMNIA Partners, Texas Department of Information Resources (among many others), and Public Services and Procurement Canada (PSPC).

Reference # 1	
Entity Name	Region 4 ESC
Contact Name and Title	Available upon request
City and State	Houston, TX
Phone Number	Available upon request
Years Serviced	4 years
Description of Services	Educational Software Solutions and Services
Annual Volume	$40M (est.)

Reference # 2	
Entity Name	OARnet
Contact Name and Title	Available upon request
City and State	Columbus, OH
Phone Number	Available upon request
Years Serviced	9 years
Description of Services	VMware products and services
Annual Volume	$750,000

Reference # 3	
Entity Name	NJedge
Contact Name and Title	Available upon request
City and State	Newark, NJ
Phone Number	Available upon request
Years Serviced	13 years
Description of Services	VMware, F5, and Nutanix hardware and software products and services
Annual Volume	$2,000,000

xi. Provide any additional information relevant to this section.

Not applicable.

D) Value Add

i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

Carahsoft will provide the following additional value-added services at no additional cost to Region 4 ESC:

1. Dedicated Account Manager
2. Program Management
3. Training Webcasts & Access to Carahsoft Facilities
4. Proactive Marketing of the Contract
5. Monthly/Quarterly Reports
6. Dedicated Phone Lines & Live Chat
7. Dedicated Contract Microsite
8. Dedicated Email Address

The following is an in-depth description of the bulleted list above.

1. Dedicated Account Management

In support of the Contract, Carahsoft will provide a focused Account Manager (AM), who will be dedicated to supporting your requirements and this Contract. The AM will be responsible for all aspects of Contract management and be the single point of contact for providing technical help for all the products offered on this proposal.

Sales, order management, and contracting functions that Carahsoft will do for this contract include the following:

- Assistance with the established license distribution procedures
- Product expertise/assistance
- Configuration assistance
- Support for downloads
- Support for customers migrating from existing license contracts
- On demand historical download reports
- Contracts questions
- Assistance with product version, updates and upgrade questions
- Ensure timely delivery of Evidence of Entitlement (or related)
- Evidence of Entitlement (or related) supported by matching receipt
- Co-terming maintenance renewals and existing agreements

2. Program Management

Carahsoft will assign a Program Manager for this Contract who will provide strategic leadership and vision while executing the Contract. The Program Manager's responsibilities will include quality assurance, progress/status reporting, schedule, risk identification/handling/mitigation strategy and program reviews.

3. Training Webcasts & Access to Carahsoft Facilities

At no additional cost, Carahsoft will provide a regular training webcast for Region 4 ESC. These webcasts shall include information regarding new product releases, product patch/ upgrade information or short training webcasts should the need arise and educate users on the following:

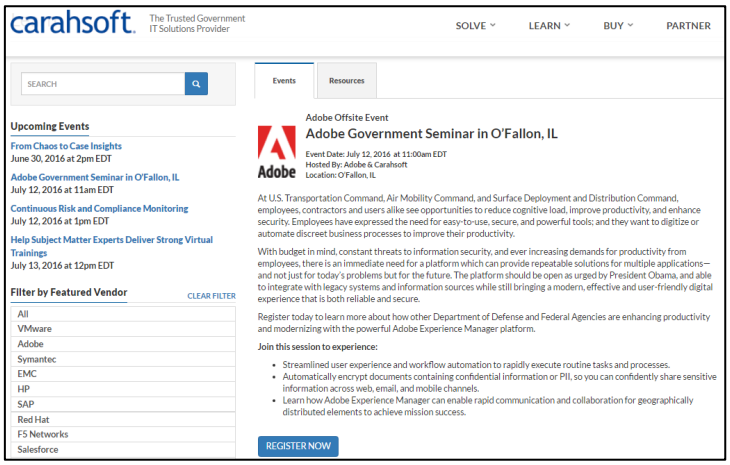
- The terms of the Contract
- Software available on the Contract
- Updates and upgrades as they become available
- New technologies as they become available

These webinars will also be archived and housed on the Contract website so users can view them on demand.

Region 4 ESC will have access to training facilities (user groups, vendor day, and product training) located at Carahsoft headquarters in Reston, Virginia, upon request.

4. Proactive Marketing of the Contract

Carahsoft conducted over 4,850 government specific marketing events in 2023. A few examples include:



- Quarterly Newsletters
- Annual government summits
- Brochures
- Product specific webcasts
- Onsite training seminars
- Representation at government shows
- Host Government User Groups
- Outbound Call campaigns
- Executive Forums
- News Announcements
- Social media promotion (Twitter, Linked In, Facebook, Carahsoft Community)
- Website content/reciprocal links (Carahsoft website page; content for contract sponsor page)
- Marketing materials (FAQs, contract overviews, solution spec sheets, powerpoint slides)
- Training documents
- Co-branded tradeshow graphics, giveaways, display materials
- Tradeshow participation (national, state and local government and education shows)
- Digital and print ads
- Email campaigns
- Proactive marketing opportunity available through:
  - National Coalition for Public Procurement (NCPP) – publicprocurementcoalition.org
  - Institute for Public Procurement (NIGP) – nigp.org
  - National Association of Counties (NACo) – naco.org
  - The United States Conference of Mayors – usmayors.org
  - National League of Cities – nlc.org

- National Governors Association – nga.org
- Relevant State Associations

Carahsoft feels that this proactive marketing will be valuable to Region 4 ESC in terms of promoting this Contract, as well as educating end user on the benefits of the Contract.

5. Monthly/Quarterly Reports

In managing similar Contracts with other government agencies, Carahsoft has developed numerous best practices with providing monthly usage reports. As part of this Contract, Carahsoft will provide monthly license distribution reports to include the following:

- Dates licenses were downloaded
- Dates licenses were shipped
- Ship to Point of Contact
- Number of Licenses
- Version numbers
- Deliver to address
- Current price of the software

This report will differentiate between existing licenses being rolled into the Contract, and new licenses deployed under this agreement. In addition to the monthly reports, Carahsoft will have the ability to produce on-demand usage reports as requested through the Account Manager.

6. Dedicated Phone Lines & Live Chat



Carahsoft will provide a dedicated phone line to be used exclusively for activities supporting this Contract. Both toll and toll-free lines will be made available.

The telephone number will be included on all quotations, emails, website(s), and other documentation regarding this Contract. This dedicated line rings simultaneously to a group of individuals working on this Contract, ensuring that calls are always answered live. Additionally, Carahsoft offers Live Chat capabilities through our homepage (www.carahsoft.com). The Live Chat feature will provide Region 4 ESC with another channel for contacting Carahsoft, and expedite the process for receiving immediate customer service.

7. Dedicated Contract Microsite

Carahsoft will develop and maintain a microsite that will be dedicated to this Contract. This will be a supplement to the Vendor support site and will include materials such as:

- Contract Information
- Contract FAQ Document
- Product Information
- Catalog/ Pricelist Information
- Additional Contractual Information

The following are examples of Dedicated Websites for current Carahsoft contracts:

- OMNIA Partners, Educational Software Solutions and Services #R191902
- OMNIA Partners, Cobb County, GA Technology Products, Solutions and Related Services # 23-6692-01
- NASA SEWP V Contract # NNG15SC03B/NNG15SC27B

8. Dedicated Email Address

Additionally, a dedicated email address will be created in support of this at omniapartners@carahsoft.com or any email Region 4 ESC would like. As with the phone lines, these email aliases would be routed to all individuals at Carahsoft that support this Contract. In this manner, any inquiries received via email would be addressed immediately which would once again enable the quickest execution for all customer service actions.

EXHIBIT A - 3.0 SUPPLIER RESPONSE

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

Carahsoft Technology Corp. is The Trusted Government IT Solutions Provider®, supporting Public Sector organizations across Federal, State and Local Government agencies and Education and Healthcare markets. As the Master Government Aggregator® for our vendor partners, we deliver solutions for Cybersecurity, MultiCloud, DevSecOps, Big Data, Artificial Intelligence, Open Source, Customer Experience and more. Working with resellers, systems integrators and consultants, our sales and marketing teams provide industry leading IT products, services, and training through hundreds of contracts. Founded in 2004, Carahsoft is headquartered in Reston, Virginia.

B. Total number and location of salespersons employed by Supplier.

Carahsoft employees approximately 3,500 persons.

C. Number and location of support centers (if applicable) and location of corporate office.

Carahsoft's main office is located at 11493 Sunset Hills Road, Reston, VA 20190.

D. Annual sales for the three previous fiscal years.

2021 - $10.6B
2022 - $12.5B
2023 - $16.4B

a. Submit FEIN and Dunn & Bradstreet report.

Please find our Dunn & Bradstreet Writeup provided in the designated section in the portal.
FEIN#: 52-2189693
DUNS: 088365767

E. Describe any green or environmental initiatives or policies.

As a value-added reseller, Carahsoft is committed to providing third-party commercial-off-the-shelf (COTS) IT solutions and services that empower our customers to innovate sustainably, and reduce their environmental footprints simultaneously. We integrate environmental considerations into our operations by prioritizing several areas of sustainability:

- **Product/Solution Delivery:** As a value-added reseller, Carahsoft primarily delivers for third-party COTS IT solutions and services, via Electronic Software Delivery (ESD). Delivering products and solutions via ESD helps our customers minimize their carbon and energy footprints by reducing the toxic emissions and waste that would be required to package, transport, and deliver a physical product/solution.

- **Sustainable Facilities:** Although Carahsoft is not directly involved in manufacturing any of the solutions that we resell, our office facilities have been configured to conserve resources and maximize energy efficiency. Each room in our main office includes motion-sensing lights, which are designed to conserve energy when a room/facility is not in use. We leverage Elkay EZH2O Bottle

Filling Stations that enhance sustainability by minimizing dependency on disposable plastic bottles. Our restrooms include sensor-activated flush valves, automatic soap dispensers, and paperless hand dryers that reduce paper and water waste. In an effort to promote recycling, we have included single-stream recycling bins and receptacles in various locations within our office.

- **Sustainable Transit and Transportation:** Carahsoft encourages our employees to leverage public transportation and shared transit in their commutes. Our office is within walking distance to multiple Fairfax Connector bus stations, and has been located within a half mile of a Washington Metropolitan Area Transit Authority (WMATA) metrorail station since 2015. Employees are reimbursed for expenses associated with mass transportation system, which encourages travel via means that will reduce fuel consumption and carbon emissions. We incentivize employees who carpool with other Carahsoft employees by providing them with parking permits that provide access to reserved preferential parking.

- **IT Infrastructure:** Carahsoft has configured our internal IT environment to leverage products, solutions, and devices that will minimize energy consumption to the maximum extent possible. Our workforce utilizes solutions from the Electronic Product Environment Assessment Tool (EPEAT) Registry and Energy Star programs, which are designed to use substantially less electricity when they are idle/not in use. We leverage a hybrid cloud environment, which drastically reduces our physical server footprint (and the amount of energy that would heat and cool a physical data center).

- **Marketing and Digital Media:** Carahsoft hosts hundreds of virtual events (webinars, webcasts, and similar) each year. These events are recorded and archived, so that they can be accessed at a later date. We leverage prominent social media platforms (Twitter, Facebook, and LinkedIn) to advertise events and promote content. This reduces the carbon emissions that result from hosting and/or attending on-site events, as well as the waste produced by promoting events and solutions via paper products.

- **Solutions Portfolio**: Carahsoft's unrivaled portfolio includes IT solutions and services that assist our customers with large-scale telework and online learning initiatives. We support hundreds of best-of-breed vendors that deliver solutions that enable telework, support collaboration, ensure business continuity, and scale communications channels and security. Many of the cloud vendors within our portfolio have implemented environmental energy efficiency plans for their data centers. Additionally, we support several industry-leading hardware providers with solutions in the EPEAT Registry and Energy Star programs.

Carahsoft is always open to suggestions on how we can encourage more sustainable practices and how we can implement additional policies to further reduce our company's carbon footprint.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Carahsoft maintains a vast ecosystem of partners of various socioeconomic classifications, including resellers, systems integrators, and service providers. The Carahsoft partner network includes a very

diverse group with varying specializations, credentials, product lines, and business types, including over 700 Small Businesses. If awarded, Carahsoft will leverage our experience managing this vast partner ecosystem to support the participation of MWBEor SDVOB certified businesses.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise:

☐Yes ☒ No
If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE):

☐Yes ☒ No
If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB): Yes / No
If yes, list certifying agency: _____

☐Yes ☒ No
If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone):

☐Yes ☒ No
If yes, list certifying agency: _____

e. Other recognized diversity certificate holder:

☐Yes ☒ No
If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

As described above, Carahsoft has a robust partner network, many of which do meet minority owned standards.

I. Describe how supplier differentiates itself from its competitors.

Carahsoft has a vast knowledge of Omnia which stems from our extensive experience and participation in the program. In addition to the experience with Omnia Carahsoft brings, we also exhibit key differentiators which set us apart from the industry and our competitors. Carahsoft's top three differentiating strengths include:

1. Sales & Marketing – Carahsoft provides innovative sales and marketing programs to each vendor we support. Carahsoft's dedicated proactive sales team focuses on lead generation, proactive inside sales, and provides responsive sales support. We work with vendors to develop a joint sales process based on the vendor go-to-market strategy and work to align the Carahsoft sales team with vendor and reseller teams.

Carahsoft's comprehensive marketing program is supported by a dedicated marketing team of 220+ reps. The marketing team plans and executes many informative events throughout the year to drive demandincluding but not limited to: webcasts, on-site events (Carahsoft hosted and third-party hosted), conferences and trade shows, email campaigns, social media campaigns, advertising and thought-leadership. Carahsoft invests in many marketing resources that we extend to our vendor teams to maximize marketing effectiveness and amplify the vendor's messaging.

2. Proven Execution – Carahsoft has leveraged its vast contracting experience and extended it to quoting and order management. In our experience managing public sector aggregation programs on behalf of other industry leading vendors, Carahsoft has the operation excellence in place to free up vendor resources previously committed these tasks. We feel our model will allow Autodesk to "offload" some of these tasks on Carahsoft, knowing that we are fully committed and capable of servicing the partner eco-system.

- Carahsoft seamlessly generates quotes within 30 minutes or less
- Carahsoft has a team dedicated to renewals sales and a leadershipgroup to ensure that each team is working at an optimal level.

3. Knowledge of Government – The government market is complex and the intricacies offer the opportunity for an innovative model driven to best serve government customers and add value to the channel. Carahsoft has extensive knowledge and decades of expertise in understanding the public sector market, including:

- Unique budget and procurement cycles
- Specific contract requirements and set-asides
- Audits, regulations and compliance
- The value of Prime Contractors and Systems Integrators and how to work with them
- Competitive marketplace
- Security Clearances
- Collection of A/R requires expertise and focus

Carahsoft stays current with government requirements, trends and initiatives by attending and participating in many industry events. We also rely on the expertise of our industry consultants who are former government executives.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Not applicable.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;
b. is not owned or operated by anyone who has been convicted of a felony; or Version March 19, 2024
c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Not applicable.

L. Describe any debarment or suspension actions taken against supplier

Not applicable.

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Carahsoft is leveraging our vast ecosystem of manufacturer, reseller, and services partners. Please see our attached corporate line card for an idea of the large partner network we can provide for this initiative.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Carahsoft holds many other contract vehicles with State and Local agencies. We are happy to offer these to any states where products and services will not be offered under the Master Agreement. Please see a full list of our contracts here: https://www.carahsoft.com/buy#state-local

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Carahsoft has a representative that manages our current Omnia contract. This same representative will help manage this contract, and will help ensure that all Participating Agencies will receive the Master Agreement pricing through any distributors or reseller partners. In addition, the contract pricing will be listed for all our in-house sales representatives to chose in our internal, custom built Customer Relationship Management Platform to ensure direct deals are properly priced according to the Master Agreement.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Carahsoft would like to leverage our entire partner network, to ensure that all OMNIA Partners have the best coverage and options available on the market, no matter their need or location. Considering the constantly expanding nature of our current partner network of over 4,000 partners, Carahsoft is unable to list all potential partners at this time. Carahsoft will act as the main point of contact for any processing, handling or shipping of any products or services to the end user and can even provide direct contact information for our manufacturer or reseller partners to facilitate communication if needed.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Carahsoft is capable of shipping to any customer worldwide from our main headquarters in Reston, VA. As a North American distributor, 99% of hardware deliveries are made within the continent and mostly within continental US or US address abroad.

3.3 Marketing and Sales

A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

Carahsoft has no sections we wish to withhold from the Omnia website.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

Carahsoft can confirm we will have dedicated contract management and marketing personnel involved to determine strategies to advertise the new contract and determine the best ways to ensure our in house personnel, manufacturer partners and reseller partners can leverage the contract.

C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

Carahsoft will post a co-branded press release on our website, as well as a trade publication such as GlobeNewswire. Here is an example from a previous contract: https://www.globenewswire.com/news-release/2020/05/21/2037187/0/en/Carahsoft-Awarded-Educational-Software-Solutions-and-Services-Contract-through-OMNIA-Partners-Public-Sector.html

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

Carahsoft posts all contracts and agreement details on our website at the following link: https://www.carahsoft.com/buy#omnia-partners-public-sector. Upon award, Carahsoft will add the relevant contract details to the website above.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

Carahsoft's dedicated marketing team will edit current materials to add co-branded marketing on this contract to our proven end-user / customer initiatives such as the following:

- On-Site Events
- Webcasts
- Tradeshows
- Industry conferences
- Email Campaigns
- Digital and Print ads

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

Carahsoft offers deep experience in public sector marketing. Our dedicated team plans, promotes and executes more than 4,850 public-sector marketing campaigns and events each year, including contract specific promotional activities such as national, state and local government and education shows. We would be more than happy to participate with OMNIA Partners at these trade shows, or additional trade shows that may be beneficial to promoting the Master Agreement.

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

Carahsoft can commit to attend the NIGP Annual Forum.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

As a prime government aggregator, Carahsoft is constantly utilizing marketing efforts to drive and identify new and upcoming business. We confirm that we will include this contract in our marketing efforts throughout the term of the Master Agreement through national and regional trade publications.

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

Carahsoft relishes the opportunity to promote our success stories to our current and future customers. We confirm that we will continue to make updated publications and materials throughout the contract term to promote the Master Agreement.

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- *OMNIA Partners standard logo;*
- *Copy of original Request for Proposal;*
- *Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;*
- *Summary of Products and pricing;*
- *Marketing Materials*
- *Electronic link to OMNIA Partners' website including the online registration page;*
- *A dedicated toll-free number and email address for OMNIA Partners*

Carahsoft has a dedicated OMNIA contract page for our current contract here: https://www.carahsoft.com/buy/slg-contracts/all-states/omnia-partners-edu#resources. Upon award, we will add the details provided above for this current contract to our page. We are also more than happy to edit the information provided for our current contracts if necessary to meet the OMNIA partner's goals.

D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Carahsoft holds a mulititude of contracts for the convenience of our Government customers. Each agency often requires different terms and conditions or contract vehicles and we work diligently to discuss the right option for each customer. Carahsoft has a database of information to determine the best contract to use for each agency, and vendor. Carahsoft will utilize this database when discussing options with our government customers, and recommend this contract for our SLED customers whenever possible.

E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Carahsoft agrees to provide its logo to OMNIA partners for reproduction in marketing communications and promotions. We will be sure to request permission when reproducing the OMNIA Partners logo in our own marketing communications and promotions.

F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
ii. Best government pricing
iii. No cost to participate
iv. Non-exclusive

As discussed above, Carahsoft will actively direct sales to Public agencies nationwide through this contract. We will be sure to include the above bullets in our initiatives.

G. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement
ii. Working knowledge of the solicitation process
iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
iv. Knowledge of benefits of the use of cooperative contracts

Carahsoft will appoint a contract manager upon award who will instruct any sales personnel on the details listed above.

H. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support
v. Financial Reporting

vi. Accounts Payable
vii. Contracts

The security and privacy of each of Carahsoft's employees are of the upmost importance to the company. Due to the sensitive nature of this information, Carahsoft respectfully declines to share names and contact information for specific employees at this stage. We would be more than happy to provide this information upon award or sample resumes upon down selection directly to the evaluation team where it will not be part of the public record.

I. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Please see the attachment labelled "Carahsoft's Organization Chart". Due to our employee confidentiality and the public nature of procurement documents, Carahsoft respectfully declines to provide the contact information for our employees at this time.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Our sales teams will be educated on the availability of this contract, and the relevant contract details so they can offer this contract as an option for our government customers to utilize when purchasing IT Solutions and Services.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account setup, timely contract administration, etc.

Carahsoft will appoint a dedicated Contract Manager who will help manage communications received from Participating Public Agency's requesting to account set up, and who will manage any contract administration requirements.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Carahsoft completed $16.4B in sales in 2023, however due to customer confidentiality Carahsoft is unable to provide total purchase numbers and contact information on documents subject to the public record.

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

The Carahsoft Team is fully able to send and receive Delivery Orders, Order Status Reports, Post Order Reports, Administrative Handling Fees, and the like in any format that is most comfortable to our Government Customers. Carahsoft accepts orders via purchase order, credit card (phone or web), direct invoices, customer contracts and similar.

M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Carahsoft cannot guarantee a specific number of Contract Sales at this time.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Carahsoft will work with our Government customers to ensure we provide the best possible pricing for each individual deal and contract to ensure we are meeting and exceeding their needs.

ADDITIONAL REQUIRED DOCUMENTS

Carahsoft's W-9

Please see our W-9 below.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Carahsoft Technology Corporation

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
11493 Sunset Hills Rd

Requester's name and address (optional)

6 City, state, and ZIP code
Reston, VA 20190

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
5 2 - 2 1 8 9 6 9 3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** [signature] **Date ▶** 1/2/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

New Jersey Business Registration Certificate

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	CARAHSOFT TECHNOLOGY CORP
Trade Name:	
Address:	1860 MICHAEL FARADAY DR STE. 100 RESTON, VA 20190
Certificate Number:	1511213
Effective Date:	September 09, 2009
Date of Issuance:	February 04, 2019

For Office Use Only:

20190204164113764

Corporate Line Card

Please see our Corporate Line Card below.

carahsoft GOVERNMENT IT SOLUTIONS

Carahsoft Technology Corp. is The Trusted Government IT Solutions Provider®, supporting Federal, State and Local Government agencies and Education and Healthcare organizations. As the Master Government Aggregator® for our vendor and reseller partners, we deliver solutions for Cybersecurity, MultiCloud, DevSecOps, Big Data, Artificial Intelligence, Open Source, Customer Experience and more.

vmware®	VMware is the global leader in virtualization and cloud computing solutions from desktop to datacenter. All 15 cabinet level agencies, military services, numerous DoD agencies, and many other federal agencies rely on VMware to avoid IT infrastructure costs, ensure continuity of operations and provide secure endpoints.	888-6VMWARE 888-686-9273
aws	Amazon Web Services provides a highly reliable, scalable, low-cost infrastructure platform in the cloud that powers hundreds of thousands of businesses in 190 countries around the world. With data center locations in the U.S., Europe, Brazil, Singapore, Japan, and Australia, customers across all industries are taking advantage of the low-cost, agile, flexible, and secure solutions that AWS offers.	888-662-2724
Symantec. A Division of Broadcom	Symantec enables government agencies to have confidence in their IT infrastructure. Helping agencies protect and manage mission-critical information and interactions, Symantec delivers software and services that address risks to security, availability, compliance and performance.	877-GOV-SYMC 877-468-7962
paloalto® NETWORKS	Palo Alto Networks is the next-generation security company maintaining trust in the digital age by helping organizations prevent cyber breaches. Palo Alto Networks' security platform safely enables applications, users and content, empowering government agencies to securely and efficiently move their missions forward.	855-6NEXTGN 855-663-9846
VERITAS™	Veritas Technologies is the global leader in enterprise backup and data recovery solutions. Agencies and organizations rely on the Veritas Enterprise Data Services Platform to automate enterprise data protection, ensure 24/7 availability of mission-critical and citizen-facing applications, and provide the insights needed to comply with evolving data regulations.	866-837-4827
splunk>	Splunk Inc. is the market leader in analyzing machine data to deliver Operational Intelligence for security, IT and the business. Splunk® software provides the enterprise machine data fabric that drives digital transformation. More than 13,000 customers in over 110 countries use Splunk solutions in the cloud and on-premises.	855-3-SPLUNK 855-377-5865
Trellix	Trellix is a global company redefining the future of cybersecurity. Trellix's security experts, along with an extensive partner ecosystem, accelerate technology innovation through machine learning and automation to empower over 40,000 business and government customers.	855-462-2333
DELL Technologies	Dell is a leader in enabling government agencies to transform their operations and deliver IT as a service. Through innovative products and services, Dell accelerates the journey to cloud computing, helping IT departments store, manage, protect and analyze information in a more agile, trusted and cost-efficient way.	866-DELL-2-GO 866-335-5246
f5	F5 Networks helps government organizations create an agile IT infrastructure that aligns with mission-critical demands. With F5 solutions in place, organizations gain strategic points of control wherever information is exchanged, from client devices and the network to application servers, data storage and everything in between.	877-95-F5GOV 877-953-5468
Red Hat	Red Hat understands that government agencies demand performance, transparency and value—and that's exactly what Red Hat offers. As the standard for Linux in governments, Red Hat's cloud, virtualization, storage and platform solutions bring freedom, collaboration and the power of open source to all government agencies.	877-RHAT-GOV 877-742-8468
Adobe	Adobe revolutionizes how agencies engage with ideas and information, transforming and extending government services to provide a richer, more productive, and trusted experience with constituents, personnel, and the military. Adobe helps government deliver information to the edge – anytime, anywhere, and through any medium.	877-99ADOBE 877-992-3623
salesforce	Salesforce is the enterprise cloud computing leader dedicated to helping companies and government agencies transform into connected organizations through social and mobile technologies. Since launching its first service in 2000, Salesforce's list of over 150,000 customers spans nearly every industry worldwide.	877-SFDC-007 877-733-2007
Google Cloud	Google Cloud is a trusted technology leader who understands how to help agencies transition from legacy architectures and utilize their data to fuel true mission success. Google Cloud provides cloud-native infrastructure with layered security, machine learning and analytics at web-scale to rapidly innovate and advance agency goals.	844-55-GOOGL 844-554-6645
SAP®	SAP sets a new standard for innovation and performance in the public sector with integrated solutions that apply database technology, business analytics, applications, cloud computing and mobility to solve IT challenges. SAP brings intelligent ideas to the public sector that achieve mission-critical operations.	888-SAP-1GOV 888-727-1468
MICRO FOCUS®	Micro Focus Government Solutions supports the needs of the U.S. public sector. Micro Focus Government Solutions' agile and modern software helps solve mission-critical IT challenges. Micro Focus Government Solutions is a purpose-built, U.S. based company that is committed to helping public sector organizations' mission.	888-554-7468

11493 SUNSET HILLS ROAD, SUITE 100 | RESTON, VA 20190 | 888.662.2724 | SALES@CARAHSOFT.COM

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carahsoft

GOVERNMENT IT SOLUTIONS

COMPLEMENTARY SOLUTIONS

VMWARE	10iG Technology, Arista, ClearCube, HYCu, Hytrust, Imprivata, Ivanti, Lightbend, Liquidware, NCS, Nutanix, Puppet, Rubrik, Teradici
SPLUNK	AcAlvio, Corelight, Cynerio, Discovered Intelligence, Exiger, Expanse, Infinidat, PencilData, Qmulos, RedFactor, Rhondos, SMS 360, Syncsort, Vectra
SAP	Acsis, Adobe, Apex, Apigee, Ariba, BMC, ClockWork, Cloudera, Datawatch, Dassian, Dell Technologies, GB&Smith, GoSecure, Greenlight Technologies, LC, Micro Focus Government Solutions, NimbleStorage, NoteShark, NS2, NS2 Labs, Onapsis, PingIdentity, Precise, Progress, Red Hat, Resilient, SAP, SAP + Qualtrics, SAP Concur, SAP SuccessFactors, VMware, Volume Integration
SERVICENOW	3CLogic, Apptio, Bravium, Dtech Apps, MobiChord, Mobile Reach, NNT, Nuvolo, Pagerduty, Platcore, Stave, Uxstorm

SOLUTION VERTICALS

MULTICLOUD	Accela, Acquia, Adobe, Akamai, Alfresco, AWS, Anaplan, Anchore, Apptio, Aqua, Aviatrix, Axway, Backblaze, BlackBerry, Box, Brightcove, C3.ai, CIS, CloudBees, CloudBolt, CloudCheckr, Commvault, Confluent, DarkOwl, Databricks, Dell Technologies, Denodo, Digital.ai, DocuSign, Domino, Druva,Elastic, EDB, Exterro, Genesys, GitLab, Google Cloud, Granicus, greymatter.io, GroundWork, HashiCorp, Hootsuite, Jive, Kion, Kiteworks, LinkedIn,Lookout,MicroFocusGovernmentSolutions,Microsoft,MongoDB,Neustar,NewRelic,Nutanix,Okta,Orion,OSIsoft,Outsystems,Proofpoint, QTS, Qualtrics, Qualys, Rackspace, Red Hat , Salesforce, SAP NS2, Saviynt, Secureworks, ServiceNow, Slack, Smartsheet, Software AG, Sonatype, Splunk,SwiftStack,Symantec,Teradici,TerraPixel,ThreatConnect,Trellix,Trustwave,Twilio,Tyler,Virtru,Virtustream,VMware,VoyagerLabs,Zscaler
CYBERSECURITY	1Kosmos, Agari, Akamai, ALTR, Anchore, Anomali, Aqua, Aquera, Armis, Attivo Networks, AvePoint, Bastille, Bayshore Networks, BeyoundTrust, Blackberry, BlackBerry Cyclance, Blancco, Blinkly, Cellebrite, CertiPath, Cloud Cover, Cofense, Conceal, Contrast Security, Crowdstrike, CyberArk, Dataguise, DataLocker, Digital Guardian, Druva, Dtex, Eclypsium, Entrust, Exabeam, Exterro, F5, Fidelis, FlashPoint, Forcepoint, Forescout, ForgeRock, Fornetix, Fortinet, Forward, Gigamon, GlobalScape, GoSecure, HashiCorp, HID, iBoss, Identity Automation, Imperva, Information Security, Infoblox, Inspired eLearning, IronNet, Keeper, Kion, Kiteworks, Lookout, Material, MediGate, Micro Focus, Mosse Security, Netskope, Netwitness, Netwrix, Neustar, Nlyte, Nucleus Security, Okta, OSIsoft, PaloAlto Networks, Ping Identity, ProofPoint, Qualys, RackTop, Radiant Logic, RangeForce, Rapid7, Recorded Future, RiskSense, RSA, Sailpoint, Samsung, SANS, Saviynt, Secureworks, Securoix, SentinelOne, SkyBox Security, SolarWinds, Sonatype, Splunk, Symantec, Tanium, Tempered Networks, Tenable, Thales, ThreatConnect, ThreatLocker, ThreatQuotient, Trellix, Trend Micro, Trusona, Trustwave, Tufin, Venafi, Veracode, VMware, Waterfall, White Canyon, Zeva, Zimpeium, Zscaler
OPEN SOURCE	Acquia, Alfresco, Anchore, CloudBees, Cloudera, Cockroach Labs, Confluent, Databricks, Ekahau, Elastic, EDB, ForgeRock, GitLab, GroundWork, H2O.ai, HashiCorp, Hitachi, Liferay, Lucidworks, Liquibase, Mattermost, MongoDB, Neo4j, Red Hat, Red Hat 3scale API Management, Red Hat Advanced Cluster Management, Red Hat Ansible, Red Hat Application Services, Red Hat Ceph Storage, Red Hat CodeReady Studio, Red Hat CodeReady Workspaces, Red Hat Decision Manager, Red Hat Enterprise Linux, Red Hat Gluster Storage, Red Hat Hyperconverged Infrastructure, Red Hat Integration, Red Hat Insights, Red Hat Integration, Red Hat JBoss, Red Hat Mobile App Platform, Red Hat OpenShift Container Platform, Red Hat OpenShift Data Foundation, Red Hat OpenStack, Red Hat Process Automation Manager, Red Hat Quay, Red Hat Runtimes, Red Hat Satellite, Red Hat Smart Management, Red Hat Storage, Red Hat Virtualization, Sonatype, Tetrate, Zimbra
AI & MACHINE LEARNING	ABBYY, Adobe, AWS, Alteryx, Basis Technology, BlackBerry, C3.ai, CalypsoAI, Chooch.ai, ClarifAI, Cloudera, Collibra, CORAS, CornerstoneAI, CrowdAI, CrowdStrike, CVEDIA, Darktrace, Databricks, DataRobot, Deep Labs, Dell Technologies, Delphix, Deltek, Denodo, Domino, Eightfold. AI, Fortinet, Google, H2O.AI, Heavy.AI, HPE, Informatica, IronNet, Kinetica, Kofax, Labelbox, Liqid, Micro Focus Government Solutions, Microsoft Azure, Microway, Modzy, NNData, Nuance, Nutanix, NVIDIA, NVIDIA Networking, Ocient, piXlogic, Red Hat, Rescale, Run.ai, Salesforce, SAP, SAP NS2, Senzing, SFL Scientific, Snowflake, Sophos, Splunk, Tableau, Tensor Networks, Titan Technologies, Trellix, UiPath, Vast Data, Vectra, Veritone
MOBILITY & TELEWORK	10ZiG, BlackBerry, Blancco, Blue Cedar, ClearCube, Deep Instinct, HYCU, Isec, Liferay, Liquidware, Lookout, MongoDB, NowSecure, Nutanix, Red Hat, Slack, Splunk, Swyft, Teradici, VMware
5G SOLUTIONS	AWS, CalChip, CID, Ciena, Commscope Ruckus, CTS, Dell Technologies, F5, Infinera, Infovista, Intel, JMA Wireless, MantisNet, Nokia, Orion, PaloAlto Networks, Red Hat, SAP, Telia Carrier, VMware
CX & ENGAGEMENT	ABBYY, Accela, Acquia, Adobe, Akamai, Alfresco, Atlassian, Box, Conga, Copado, Decision Lens, Delphix, DocuSign, ForgeRock, Genesys, Google Cloud, Granicus, Hootsuite, Jumio, Liferay, LinkedIn, Microsoft, Mural, New Relic, Nintex, Nuance, Okta, Orion, Qualtrics XM, Red Hat, Salesforce, ServiceNow, Skedulo, Slack, Software AG, Sprinklr, Tableau, Talkdesk, Tyler Technologies, WalkMe, Yext, Zencity, Zoom
IN-Q-TEL SOLUTIONS	Anomali, Apigee, Apptio, ArchSight, Basis Technology, Boundless, Box, Bromium, Cellebrite, CipherCloud, Cloudant, Cloudera, Contrast, Cylance, Databricks, DataRobot, Delphix, Digital Reasoning, Domino, Endeca, Finch Computing, Frame, Fusion-IO, geoiQ, GitLab, Heavy.AI, Hytrust, Ike, Immersive Wisdom, Initiate, Kofax, LabelBox, Language Weaver, LILT, Local Motion, Lookout, Lucidworks, Magnet Forensics, Markforged, memSQL, MetaCarta, Micro Focus Government Solutions, Mocana, Mongo DB, MotionDSP, NarrativeScience, Nicira, NovoDynamics, Nozomi, Okta, Optiolabs, Orbital Insight, Orion, Palantir, Paxata, Phantom, Pindrop, piXlogic, Platfora, QuantiFind, Recorded Future, ReversingLabs, SDL, SitScape, SilverTail, Skytree, Socrata, Software Government Solutions, Sonatype, Tenable, Teradici, Terrago, Thetus Corp. Trellix, Veracode, Vintri
LAW ENFORCEMENT	Acadis, ADF Solutions, Adobe, Airgility, Airversity, Authentic8, AWS, Axon, BlackBerry, Blackswift, Blueforce Development, Cellebrite, Chainalysis, Commvault, Conceal, Darkowl, Dedrone, DigitalBlue, Elsight, Flashpoint, Ghost Robotics, Google Cloud, Gridless Power, Icaros, ikeGPS, Informatica, Inspired Flight, Juniper Unmanned, Lightsense, Magnet Forensics, Mark43, Measure, Mi-Case, Microsoft, Microsoft Surface, NTrepid, Nuance, NVIDIA, Okta, piXlogic, Qii.Ai, Recorded Future, Red Hat, Reveal, SAFR, Salesforce, SkyX, Software AG, Sonim, Tableau, TransUnion, Trimble, VELARY, Veritone, Vidizmo, Vintra, VIQ, Voyager Labs, Wickr
FEDRAMP SOLUTIONS	AchieveIt, Acquia, Adobe, Akamai, Apptio, Armis, Authentic8, AvePoint, AWS, Axon, BlackBerry, BMC, Boomi, Box, Broadcom, C3.ai, CloudCheckr, Cofense, Collibra, Contegix, Copado, CORAS, CoSo Cloud, CrowdStrike, CyberArk, Databricks,DataRobot, Decision Lens, Delinea, Digital.ai, DocuSign, Druva, Eightfold.ai, Elastic, Exterro, FM:Systems, Forcepoint, Genesys, Google Cloud, Granicus, HackerOne, Hootsuite, IBM, iBoss, Infoblox, Informatica, Ivanti, Keeper Security, Kiteworks, Lookout, Micro Focus Government Solutions, Microsoft, MongoDB, MuleSoft, Netskope, New Relic, Nintex, Nuance, Nutanix, Okta, Orock, OwnBackup, PaloAlto Network, Proofpoint, Qualtrics, Qualys, Quzara, Rackspace, Rescale, RSA, SailPoint, Salesforce, SAP NS2, Saviynt, ServiceNow, SkyHigh, Slack, SmartSheet, Snowflake, Software AG, Splunk, Sprinklr, Tanium, Tenable, Trellix, Trello, Tyler Technologies, UiPath, ValiMail, Veracode, Veritone, Virtru, Virtustream, VMware, Vyopta, Wickr, Zimperium, Zoom, Zscaler
GEOSPATIAL	Accela, AeroCloud, Airversity, AutoDesk, Ball, Bentley, Better GIS, Chooch AI, CompassCom, CompassData, Dedrone, Digital Map, e-PlanSoft, FM:Systems, GeoNorth, Google Maps, Icaros, ikeGPS, Intermap, MapBox, NearMap, Qii.AI, Spire, Terra Pixel, TomTom, Trimble, Vehicle Tracking Solutions, Velary
HEALTHCARE	Adobe, BeyoundTrust, BlackBerry, CA Technologies, Cloudera, Collibra, Databricks, Dell Technologies, F5, Fidelis Security, Forescout, Gigamon, Google Cloud, Granicus, Gridless Power, HPE, Imprivata, Infoblox, Ivanti, John Snow Labs, Kofax, Micro Focus Government Solutions, MuleSoft, NCS, New Relic, Nuance, Nutanix, Nuvolo, Okta, Orion, piXlogic, Red Hat, Salesforce, Samsung, SAP, SentinelOne, ServiceNow, Snowflake, Splunk, Symantec, Tableau, Trellix, Trend Micro, Veritas, VMware, Zscaler

CARAHSOFT CONTRACT VEHICLES

GSA SCHEDULE	47QSWA18D008F, GS-35F-0119Y
SEWP V	Group A Other Than Small: NNG15SC03B, Group D Other Than Small: NNG15SC27B
ESI BPA CONTRACTS	Adobe: N00104-09-A-ZF31, N00104-12-A-ZF31, NNX13AA89Z, HSHQDC-13-A-00039; CollabNet: HC1028-11-A-0100; Micro Focus Government Solutions: N00104-13-A-ZF46; Intel: W5P1J-15-D-0008; IronKey: HSTS05-12-A-MED002; Red Hat Linux: HC1028-14-A-0002; SAP: N00104-08-A-ZF43 ServiceNow: N00104-13-A-ZF47; Splunk: DE-IM0000789; Symantec: N00104-13-A-ZF45; VMware/Dell: W91QUZ-09-A-0003; ForeScout: #N66001-18-A-0005

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EEOAA Evidence – EEO Report

Please see our EEO Report below.

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC)
2023 EMPLOYER INFORMATION REPORT (EEO-1 COMPONENT 1)

EEOC Standard Form 100 (SF 100)
Revised 08/2023
OMB Control Number: 3046-0049
Expiration Date: 11/30/2026

SECTION A – TYPE OF REPORT
SINGLE ESTABLISHMENT REPORT

SECTION B – EMPLOYER IDENTIFICATION

OFS COMPANY ID	EMPLOYER NAME
DA57607	CARAHSOFT TECHNOLOGY CORPORATION

ADDRESS	CITY/TOWN	STATE	ZIP CODE
11493 Sunset Hills Road, SUITE 100	RESTON	VA	20190

SECTION C – HEADQUARTERS OR ESTABLISHMENT-LEVEL IDENTIFICATION (if applicable)

HQ/ESTABLISHMENT-LEVEL UNIT ID	HEADQUARTERS OR ESTABLISHMENT-LEVEL NAME

HEADQUARTERS OR ESTABLISHMENT-LEVEL ADDRESS	CITY/TOWN	STATE	ZIP CODE

SECTION D – EMPLOYER IDENTIFICATION NUMBER (EIN)
522189693

SECTION E – EMPLOYER FILING ELIGIBILITY
☒ **YES** (Employer Is Eligible to File) ☐ **NO** (Employer Is Not Eligible to File) ☐ **EMPLOYER NO LONGER IN BUSINESS**

SECTION F – FEDERAL CONTRACTOR DESIGNATION (if applicable)
Unique Entity ID (UEI): DT8KJHZXVJH5

☒ **YES** (Single-Establishment Employer is Federal Contractor) ☐ **YES** (Multi-Establishment Employer is Federal Contractor)

☐ **YES** (Headquarters is Federal Contractor) ☐ **YES** (Non-Headquarters Establishment is Federal Contractor)

☐ **YES** (One or More Non-Headquarters Establishments is Federal Contractor)

SECTION G – NAICS INFORMATION
513210 - Software Publishers

SECTION H – WORKFORCE DEMOGRAPHIC DATA

JOB CATEGORIES	Race/Ethnicity														Row Total
	Hispanic or Latino		Not Hispanic or Latino												
			Male						Female						
	Male	Female	White	Black or African American	Asian	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	Two or More Races	White	Black or African American	Asian	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	Two or More Races	
Executive/Senior Level Officials and Managers	0	0	3	0	0	0	0	0	0	0	1	0	0	0	4
First/Mid-Level Officials and Managers	0	0	5	0	0	0	0	0	6	0	0	0	0	0	11
Professionals	26	60	141	3	20	0	0	12	417	17	59	2	0	30	787
Technicians	0	0	1	0	2	0	0	0	1	0	0	0	0	0	4
Sales Workers	102	76	872	113	54	3	4	50	883	47	32	5	5	60	2306
Administrative Support Workers	1	1	6	1	1	0	0	0	23	1	2	0	0	1	37
Craft Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers and Helpers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CURRENT 2023 REPORTING YEAR TOTAL	129	137	1028	117	77	3	4	62	1330	65	94	7	5	91	3149
PRIOR 2022 REPORTING YEAR TOTAL	88	84	783	83	64	4	3	43	989	45	69	5	4	66	2330

SECTION I – WORKFORCE SNAPSHOT PERIOD
12/15/2023 - 12/31/2023

SECTION J – HEADQUARTERS OR ESTABLISHMENT-LEVEL COMMENTS (optional)
Not Applicable

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC) 2023 EMPLOYER INFORMATION REPORT (EEO-1 COMPONENT 1)	EEOC Standard Form 100 (SF 100) Revised 08/2023 OMB Control Number: 3046-0049 Expiration Date: 11/30/2026

SECTION K – OFFICIAL CERTIFICATION OF SUBMISSION

EMPLOYER IDENTIFICATION

OFS COMPANY ID	EMPLOYER NAME
DA57607	CARAHSOFT TECHNOLOGY CORPORATION

ADDRESS	CITY/TOWN	STATE	ZIP CODE
11493 Sunset Hills Road, SUITE 100	RESTON	VA	20190

CERTIFICATION COMMENTS (optional)

No Certification Comments Provided

CERTIFICATION STATEMENT

"I certify that the information, including any workforce demographic data, provided in this report is correct and true to the best of my knowledge and was prepared in conformity with the directions set forth in the form and accompanying instructions."

Knowingly and willfully false statements on this report are punishable by law, US Code, Title 18, Section 1001.

DATE OF CERTIFICATION

5/14/2024 11:16 AM [EST]

EMPLOYER'S CERTIFYING OFFICIAL

Name of Employer's Certifying Official	Title of Certifying Official
Robert Moore	Vice President
Email Address of Certifying Official	**Telephone Number of Certifying Official**
robert.moore@carahsoft.com	703-871-8504

PRIMARY POINT OF CONTACT (POC) FOR EEO-1 COMPONENT 1 REPORTING

Name of Primary POC	Title and Employer of Primary POC
Robert Moore	Vice President Carahsoft Technology Corporation
Email Address of Primary POC	**Telephone Number of Primary POC**
robert.moore@carahsoft.com	703-871-8504

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, ☒ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, ☒ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, 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);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(**C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES  Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

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

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

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES  Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: ☑

OR

Certificate of <u>Non-Compliance</u> with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: ☑

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

Does offeror agree? YES JK Initials of Authorized Representative of offeror

Offeror's Name: Carahsoft Technology Corporation
Address, City, State, and Zip Code: 11493 Sunset Hills Road, Suite 100, Reston, VA 20190
Phone Number: 703-871-8500
Fax Number: 703-871-8505

Printed Name and Title of Authorized Representative: Jennifer Kanach, Secretary
Email Address: Jennifer.Kanach@carahsoft.com
Signature of Authorized Representative: Jennifer Kanach
Date: 06/05/24

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever

is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:
Carahsoft Technology Corporation

Address, City, State, and Zip Code:
11493 Sunset Hills Road, Suite 100, Reston, VA 20190

Phone Number: 703-871-8500 Fax Number: 703-871-8505

Printed Name and Title of Authorized Representative:
Jennifer Kanach, Secretary

Email Address:
Jennifer.Kanach@carahsoft.com

Signature of Authorized Representative: Jennifer Kanach Date: 06/05/24

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability
This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations
For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.
§ 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.
339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41
C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract,

loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September

24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or

suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and

3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or

loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating

Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

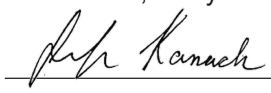
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

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

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

The Contractor, Jennifer Kanach, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Jennifer Kanach, Secretary

Name and Title of Contractor's Authorized Official

06/05/24

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds
$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. **DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: 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 mean 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."

13. **ACCESS TO RECORDS**

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA

under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Carahsoft Technology Corporation

Address, City, State, and Zip Code:
11493 Sunset Hills Road, Suite 100, Reston, VA 20190

Phone Number: 703-871-8500 Fax Number: 703-871-8505

Printed Name and Title of Authorized Representative:
Jennifer Kanach, Secretary

Email Address: Jennifer.Kanach@carahsoft.com

Signature of Authorized Representative: Jennifer Kanach

Date: 06/05/24

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran
DOC #7	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
DOC #8	New Jersey Business Registration Certificate
DOC #9	EEOAA Evidence
DOC #10	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Carahsoft Technology Corporation

Organization Address: 11493 Sunset Hills Road, Suite 100, Reston, VA 20190

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Craig P. Abod	612 Innsbruck Avn, Great Falls, VA 22066-2631

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Jennifer Kanach	Title:	Secretary
Signature:	Jennifer Kanach	Date:	06/11/24

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss: Fairfax, VA

I, Jennifer Kanach (name of affiant) residing in Reston (name of municipality)
in the County of Fairfax and State of Virginia of full age,
being duly sworn according to law on my oath depose and say that:

I am Secretary (title or position) of the firm of Carahsoft Technology Corp (name of firm)

_____ the bidder making this Proposal for the bid

entitled Software Solutions and Services (title of bid proposal), and that I executed the said proposal with
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Region 4 ESC (name of contracting unit) relies upon the truth of the statements contained in said Proposal
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Carahsoft.

Subscribed and sworn to Coley Smith
before me this day

Jennifer Kanach
Signature

June 11, 2024

Jennifer Kanach
(Type or print name of affiant under signature)

Virginia
Notary public of

My Commission expires 10/31/26

(Seal)

Coley A Smith
Commonwealth of Virginia
Notary Public
Commission No. 7980965
My Commission Expires 10/31/2026

Version March 19, 2024

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Carahsoft Technology Corporation

Street: 11493 Sunset Hills Road, Suite 100

City, State, Zip Code: Reston, VA, 20190

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

06/11/24
Date

, Secretary
Authorized Signature and Title

Version March 19, 2024

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Carahsoft Technology Corporation		
Address:	11493 Sunset Hills Road, Suite 100		
City:	Reston	State: VA	Zip: 20190

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Jennifer Kanach	Secretary
	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

R

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Craig P. Abod Home Address: 612 Innsbruck Avn, Great Falls, VA 22066-2631	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 11 day of June, 2024.

(Notary Public) Coley A Smith

My Commission expires: 10/31/26

Coley A Smith
Commonwealth of Virginia
Notary Public
Commission No. 7980965
My Commission Expires 10/31/2026

Jennifer Kanach

(Affiant)

Jennifer Kanach, Secretary

(Print name & title of affiant)

(Corporate Seal)

Version March 19, 2024

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: #24 - 03 Software Solutions and Services

VENDOR NAME: Carahsoft Technology Corporation

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☑ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____

_____

_____

Duration of Engagement _____
Anticipated Cessation Date

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

06/11/24
Date

Jennifer Kanach, Secretary
Print Name and Title

DPP Rev. 12.13.2021

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

(●) A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

( ) B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

( ) C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Jennifer Kanach, Secretary	FEIN: 52-2189693
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Carahsoft Technology Corp	703-871-8500
Vendor's Name	Vendor's Phone Number
11493 Sunset Hills Road, Suite 100	703-871-8505
Vendor's Address (Street Address)	Vendor's Fax Number
Reston, VA 20190	Sales@carahsoft.com
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

DOC #8

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

Please see Carahsoft's New Jersey Business Regristration Certificate under our main RFP response in the "Products and Pricing" section in the portal.

DOC #9

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Jennifer Kanach Title: Secretary

Signature: Jennifer Kanach Date: 06/11/24

DOC #10

MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: #24 - 03 Software Solutions and Services

VENDOR NAME: Carahsoft Technology Corporation

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☒ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

06/11/24
Date

Jennifer Kanach
Print Name and Title

Carahsoft - Contract # R240303
Software Solution and Services

Manufacturer	Discount off List
[S] Cube	2.00%
1 Kosmos, Inc.	2.00%
10Forward Advisors, LLC dba SockPuppet	2.00%
10Zig Products	2.00%
11:11 Systems, Inc.	2.00%
1440 LLC	2.00%
1E, Inc.	2.00%
1nteger, LLC dba Kharon	2.00%
2CRSI Corporation	2.00%
2S1 Technology, Inc.	2.00%
3CLogic	0.50%
45 Drives USA, Inc	2.00%
460 TECH, LLC dba BEINCOURT	2.00%
4iQ Inc.	2.00%
4M Analytics, Inc.	2.00%
7SIGNAL	0.50%
A&I Solutions, Inc.	2.00%
Aavenir, Inc.	2.00%
Abacode, Inc.	2.00%
Abbyy	3.00%
Abine Inc. dba DeleteMe	2.00%
Abnormal Security Corporation	2.00%
Absolute Software, Inc.	2.00%
Acalvio Technologies	2.00%
Accela	2.00%
Accenture LLP	2.00%
Accrete, Inc.	2.00%
AchieveIt Online, LLC.	0.50%
Aclima, Inc.	2.00%
Aconex	3.00%
Acquia	2.38%
Acronis	1.50%
Acta Solutions Inc.	2.00%
Actelis Networks, Inc.	2.00%
Actiance	2.00%
Active Crisis Consulting LLC	2.00%
Activefence Inc.	2.00%
Actsoft, Inc.	2.00%
Acumen Infotech, LLC	2.00%
Adaptive Security	2.00%
Adaptus LLC	1.00%
Addy Systems, LLC, dba as TimeTap	2.00%
ADF Solutions	0.50%
Adobe	2.00%
Advologix	0.50%
AECOM Technical Services, Inc.	2.00%
AeroCloud System	2.00%
Aerospike, Inc.	2.00%
AG1, Inc. dba AgileBlue Security	2.00%
Agilebits, Inc. dba 1Password	2.00%
AgileCraft	2.00%
AIComply, LLC	2.00%
AINS, LLC dba Opexus	2.00%
Air Xeo Inc.	2.00%
Aireon, LLC	2.00%
Airgility, Inc.	2.00%
Airlock Digital Pty Ltd.	2.00%

Carahsoft - Contract # R240303
Software Solution and Services

Manufacturer	Discount off List
Airspace Link, Inc.	2.00%
Airversity, Inc.	0.50%
AirWorks Solutions, Inc.	2.00%
Aisera, Inc.	2.00%
Akamai	2.00%
Akatia Technologies Inc.	2.00%
Akitabox	1.00%
Alchemy CyberDefence, Inc.	2.00%
Alert Logic Maintenance	3.00%
Alert Logic Products	3.00%
Alert Logic Professional Services	3.00%
AlertEnterprice, Inc.	2.00%
Alfresco	2.29%
Alkomo, Inc d/b/a Zifino	2.00%
Allegro Artificial Intelligence Ltd.	2.00%
Alli Connect, Inc.	2.00%
Alliance Data Solutions, LLC	2.00%
Alltius, Inc.	2.00%
Alorica	0.50%
Altair Engineering, Inc.	2.00%
Altana Technologies, Inc.	2.00%
Alteryx	2.00%
Altia Intel Inc	2.00%
Altirnao, Inc.	2.00%
ALTR Solutions Inc.	0.50%
Amazon Web Services	0.00%
Ambient.AI	2.00%
American Platform Services, LLC dba TheRecordXchange	2.00%
American Prison Data Systems, PBC dba APDS	2.00%
American Prison Data Systems, PBC dba Orijin	2.00%
American Research and Policy Institute (ARPI)	2.00%
AMIICUSS, LLC.	2.00%
Anaplan	1.00%
Andrews Consulting Group Inc. (ACG)	3.44%
ANELLO Photonics, Inc.	2.00%
Animate Cyber, Inc.	2.00%
Anjuna Security, Inc.	3.00%
Annese	2.00%
Apace Systems Corporation	2.00%
Apex Analytix, LLC	2.00%
Apex IT	2.00%
Apexti, Inc.	2.00%
APIsec.ai, Inc.	2.00%
Apolitical, Inc.	2.00%
Apollo Information Systems Corp.	2.00%
APOS	1.25%
Appbus Inc.	2.00%
Apperian	1.30%
AppFrontier, LLC	2.00%
Appgate	0.50%
Appian Corporation	2.00%
Application Perfection	1.32%
Applied Business Software	2.00%
Applied Driving Americas LLC	2.00%
Applied Insight, LLC	2.00%
AppOmni, Inc.	2.00%
Apporto Corporation	2.00%

Carahsoft - Contract # R240303
Software Solution and Services

Manufacturer	Discount off List
Apposite Technologies, LLC	2.00%
AppSec	8.83%
AppSense	2.00%
Apptio	1.00%
Aprika Business Solutions Pty Ltd	2.00%
APS Global, LLC	2.00%
Arbola	1.00%
Arcadus, LLC	2.00%
Archer Technologies, LLC	2.00%
Archive360	0.50%
Arcos	1.00%
Arctera US LLC	2.00%
Arctic Wolf Networks	0.50%
Arctop, Inc.	2.00%
Arete Advisors LLC.	2.00%
ARInspect, INC.	2.00%
Arista Networks	2.00%
Armada Systems, Inc.	2.00%
Armis, Inc.	5.00%
Armored Things, Inc. dba Lambent	2.00%
ArmorPoint, LLC	2.00%
ArmorText	0.50%
Arqit Quantum, Inc.	2.00%
Arria NLG	0.50%
Asana, Inc.	2.00%
Ascendant Strategy Management Group, LLC dba ClearPoint Strategy	2.00%
ASG Technologies	2.00%
ASR Analytics	0.50%
Assembly Software, LLC	2.00%
Assima	2.00%
Assured Data Protection, Inc.	2.00%
Astera Software	2.00%
Atlassian	2.00%
AtomAI Solutions, Inc.	2.00%
At-Scene, LLC dba iCrimeFighter	2.00%
Attestiv	0.50%
ATX Capital Partners, LLC dba ATX Defense	2.00%
Audible Sight, Inc.	2.00%
AudioCodes Inc.	2.00%
Augmented Intelligence Technologies, Inc., dba Augintel	2.00%
Aura Alliance, Inc.	2.00%
Aurigo Software Technologies, Inc.	2.00%
Autodesk	2.00%
Automaton Marketing, Inc. DBA Stack Moxie	2.00%
Automize A/S	2.00%
Automox, Inc.	0.50%
AutoRABIT	2.00%
Autura	2.00%
Avaap USA, LLC.	2.00%
Avature Limited	2.00%
Avecto	2.00%
Avela, Inc.	2.00%
Avenu Insights & Analytics, LLC	2.00%
AvePoint Public Sector Inc.	5.35%
Avepoint Services	3.00%
Avid Technology, Inc.	2.00%
Avisare Corp.	2.00%

Carahsoft - Contract # R240303
Software Solution and Services

Manufacturer	Discount off List
Aviz Networks, Inc.	2.00%
Avocette	2.00%
Avoka	2.57%
Avolution	0.50%
Avue	2.00%
Axiad IDS Inc.	2.00%
Axonius Federal Systems LLC	2.00%
Axonius, Inc.	2.00%
Axsy Marketing (UK) Ltd	2.00%
Ayasdi, Inc.	2.00%
Babel Street, Inc.	2.00%
Backblaze, Inc.	0.50%
Backing Fire, LLC	2.00%
BackOffice Associates LLC	1.02%
Bad Elf, LLC	2.00%
BAI, Inc. dba Gold Comet	2.00%
Battle Road Digital, Inc.	2.00%
Bayshore Networks	0.50%
Beaufort 12 Ltd	2.00%
Beazley Security, LLC	2.00%
Beezy Inc.	0.50%
Behavioral Signal Technologies, Inc.	2.00%
BEINCOURT	0.50%
BEM Systems, Inc.	2.00%
Benevate, Inc. dba Neighborly Software	2.00%
Bentley	2.00%
BetterUp	0.50%
Beyond Identity, Inc.	2.00%
BeyondID, Inc.	2.00%
BeyondTrust Corporation	2.00%
Big Compass	2.00%
BigID	0.50%
BigPanda, Inc.	2.00%
Binoloop, Inc.	2.00%
Binti, Inc.	2.00%
Bitwarden	2.37%
Black Swift Technologies, LLC	0.50%
Blackberry	2.00%
BlackDuck	2.99%
BlackFog, Inc.	2.00%
Blackshark.ai GmbH	2.00%
BlackSky Holdings, Inc.	2.00%
Blackthorn.io, Inc.	0.50%
Blackwire Labs, LLC	2.00%
Blaize, Inc.	2.00%
Blancco	2.00%
Blitz Permits, Inc.	2.00%
Blocksi, Inc.	2.00%
BlocPower, LLC.	2.00%
Bloom Technologies	2.00%
Blue Fusion Technologies	2.00%
Blueforce Development Corp.	0.50%
Bluesource	5.00%
BlueVoyant Government Solutions	2.00%
Blyncsy, Inc.	2.00%
BMC Software	2.00%
Bocada, LLC	2.00%

Carahsoft - Contract # R240303
Software Solution and Services

Manufacturer	Discount off List
Bodo, Inc.	2.00%
Boeing	1.02%
Bonfire	0.50%
Booker25 B.V. dba GoMeddo	2.00%
Boomi	1.00%
Boost Run, LLC	2.00%
Booz Allen Hamilton Inc.	2.00%
BotCopy, Inc.	2.00%
Boulder Insight, LLC	2.00%
Boundless	5.00%
Box, Inc.	2.00%
BoxTone	3.69%
Boxx Technologies, LLC	2.00%
Bravium Consulting Inc.	0.50%
Brazen Technologies, Inc.	2.00%
Bright Pattern Inc.	0.50%
Broadcom, Inc.	2.00%
Bromium	0.75%
Bucher + Suter, Inc.	2.00%
Bugcrowd, Inc.	0.50%
Buoyant, Inc.	2.00%
BYOS USA, Inc	2.00%
C2 Labs	0.50%
C3.ai, Inc.	2.00%
CA Technologies	2.00%
CafeX Communications, Inc.	2.00%
CAFM Resources	4.54%
Call Center Optimization Group, LLC dba Call Center Power	2.00%
CallTower, Inc	2.00%
Calypso AI Corp.	0.50%
Can/Am Technologies, Inc.	2.00%
Canda Solutions	23.18%
Canfigure, Inc.	2.00%
Canto, Inc.	2.00%
Capsule Tech Inc.	0.01%
Carahsoft	0.50%
Carbyne, Inc.	2.00%
CareAR	0.50%
CareerBuilder	2.00%
Carnegie Speech Company	2.33%
Carpathia	8.47%
CartoDB Inc., dba CARTO	2.00%
Cascade Strategy	2.00%
Case Commons	2.00%
Casebook PBC	3.50%
Casepoint LLC	2.00%
CaseX, Inc.	2.00%
Castle Rock Associates, Inc.	2.00%
Catalogic Software, Inc.	2.00%
Cayosoft Inc.	2.00%
Cellebrite	1.00%
Celonis Inc.	2.00%
CelWell Services	1.50%
Censys, Inc	2.00%
Center for Internet Security (CIS)	3.00%
Centrifuge Systems	2.11%
Centripetal Networks	2.00%

Carahsoft - Contract # R240303
Software Solution and Services

Manufacturer	Discount off List
CEPTES Software Pvt Ltd	0.50%
Certes Network	2.00%
Certificial, Inc.	2.00%
Certipath	1.00%
CGI	0.01%
Chainalysis	1.10%
Chainbridge Solutions, Inc.	2.00%
Chainguard, Inc.	2.00%
Change and Innovation Agency, LLC.	2.00%
ChargePoint, Inc.	0.50%
Check Point Software Technologies Ltd.	2.00%
Chiliad Inc.	1.02%
Chilldyne, Inc.	2.00%
Chooch Intelligence Technologies Co.	0.50%
Chorus Intelligence, Inc.	2.00%
Chronus, LLC	2.00%
Cicer One	0.50%
Cideon	2.99%
Ciena	2.00%
Cimcor, Inc.	2.00%
Cipher Cloud	0.01%
Circle Systems, Inc.	2.00%
CIS	13.00%
Cision US Inc.	2.00%
Citian, Inc.	2.00%
Citibot	0.50%
City Detect, Inc.	2.00%
City Innovate, Inc.	2.00%
CityBase	2.00%
Cityzen Solutions, Inc. dba PublicInput	2.00%
Civia Inc. dba GovAI	2.00%
Civic Review, Inc.	2.00%
Clarifai, Inc.	0.50%
Clariti	0.50%
Class Technologies, Inc	2.00%
Clear Skye	0.50%
ClearCube	0.50%
ClearInsight Solutions	2.00%
Clearspeed, Inc.	2.00%
ClearStory Data	2.00%
Cleversafe	2.00%
Click Armor Corporation	2.00%
Climatec, LLC	2.00%
Clockwork-Solutions	8.07%
Cloud Academy Inc.	0.50%
Cloud Services	5.00%
Cloud Software Group Federal, Inc.	2.00%
Cloud SynApps	2.00%
Cloud Warriors Government LLC	2.00%
CloudAI Technologies	2.00%
CloudBees, Inc.	2.00%
CloudBolt	2.00%
Cloudburst Technologies, Inc.	2.00%
CloudCheckr	0.50%
CloudCover	0.50%
Cloudera	3.70%
Cloudfit Software, LLC	2.00%

Carahsoft - Contract # R240303
Software Solution and Services

Manufacturer	Discount off List
Cloudflare, Inc.	2.00%
Cloudframe, Inc.	2.00%
Cloudian, Inc.	2.00%
CloudNine Discovery LLC	20.00%
CloudNova Technologies, LLC	2.00%
CloudPareto, LLC. dba Bidscale	2.00%
CloudSaver	0.50%
Cloudtamer.io	0.50%
Coalfire	1.00%
Code42	0.50%
CodeLathe Technologies Inc. DBA FileCloud	2.00%
CodeLock, Inc.	2.00%
Codescience, Inc.	2.00%
CodeSecure, Inc.	2.00%
CoEnterprise, LLC	2.00%
Cofense, Inc.	0.50%
CogAbility, Inc.	2.00%
Cognitus	2.00%
Cohesity, Inc.	2.00%
CollabraLink Technologies, Inc, dba Groundswell	2.00%
Collabware Systems, Inc.	2.00%
Collective Data, Inc.	2.00%
Collibra	0.75%
CommunityCX	2.00%
Commvault Systems, Inc.	0.50%
Compart North America, Inc.	2.00%
CompliancePoint, Inc.	2.00%
ComplianceQuest	0.50%
Composite Software	0.01%
Computable Insights LLC	0.01%
ComScore	3.03%
ConductorAI Corporation	2.00%
Condusiv	8.75%
Conga	2.00%
Content Square, Inc.	2.00%
ContraForceGroup, Inc	0.50%
Contrast Security	0.50%
Control Plane Corporation	2.00%
Copado	0.50%
Copperleaf Technologies, Inc	2.00%
Coram AI	2.00%
CORASCloud, Inc.	0.50%
Core Security	2.00%
Corelight, Inc.	2.00%
Corellium, Inc.	2.00%
CoreLogic, Inc.	2.00%
CoreView USA, Inc.	0.50%
CornerstoneAI Audits, Inc.	0.50%
Corporate Reimbursement Services Inc.	3.03%
CoSo Cloud, LLC	2.00%
CostControl USA, LLC	2.00%
CounterCraft Security, Inc.	2.00%
Coupa	2.00%
Coursera, Inc.	2.00%
Cranium AI, Inc.	2.00%
CrashPlan Group, LLC	2.00%
Crave.io Inc.	2.00%

Carahsoft - Contract # R240303
Software Solution and Services

Manufacturer	Discount off List
Crawford Technologies, Inc.	2.00%
Crayon Software Experts, LLC.	0.50%
Credas, Inc.	2.00%
Credo.AI Corp	2.00%
Cribl, Inc	0.50%
Crisis Text Line, Inc.	2.00%
Critical Start	0.50%
Cronos Consulting Group	0.50%
CrowdAI	0.50%
Crowdstrike, Inc	5.00%
Crypto Asset Technology Labs, Inc.	2.00%
Crypto4A Technologies, Inc.	2.00%
Cubic Digital Intelligence	2.90%
Current Technologies Computer Learning Center, Inc.	2.00%
Currier, McCabe and Associates, Inc. dba CMA Consulting	2.00%
Custom Computer Specialists, LLC.	2.00%
CustomerTimes Corp.	2.00%
CVENT	0.50%
CyanGate	2.00%
Cyara Inc.	0.50%
Cyber Crucible, Inc.	2.00%
Cyber-Ark	18.55%
Cyberbit, Inc.	2.00%
CyberFOX, LLC	2.00%
CyberMaxx, LLC	2.00%
CyberReef	2.00%
CyberSaint	2.00%
CyberSecOp, LLC	2.00%
Cybersixgill	0.50%
Cybersoft	3.06%
Cyberspatial, Inc.	2.00%
Cybrary, Inc	2.00%
CyclePlot Ltd	2.00%
CyCognito Inc.	0.50%
Cyderes Group LLC	2.00%
Cyera US, Inc.	2.00%
CYFIRMA, Inc.	2.00%
CyGlass Technology Services, Inc.	2.00%
Cylance	1.00%
Cynerio Inc.	2.00%
Cynet	8.00%
Cypher LLC	2.00%
Cytellix Corporation	2.00%
Cyware Labs, Inc.	2.00%
D2L	2.00%
D2L Ltd	2.00%
DADoES, Inc. DBA Rendered.ai	2.00%
DailyPay, Inc.	2.00%
Dantex Group, Inc.	2.00%
Danti.AI, Inc	2.00%
Daric Holdings Inc.	0.50%
DarkOwl, LLC	2.00%
Darkweb IQ, Inc.	2.00%
Darzin Softare Pty Ltd	0.50%
Data Chant Consulting, LLC	2.00%
Data Direct Networks	2.00%
data.world, Inc.	2.00%

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Software Solution and Services

Manufacturer	Discount off List
DataBee (Comcast Technology Solutions)	2.00%
Datadog, Inc.	2.00%
DataDrive, LLC	2.00%
Dataguise	0.00%
Dataiku, Inc.	2.00%
Datalogz, Inc.	2.00%
DataMasque Ltd.	2.00%
Datameer	2.33%
Dataminr, Inc.	2.00%
DatAnchor	0.50%
Datanova Scientific LLC	2.00%
Datapipe	0.50%
DataRobot, Inc.	2.00%
DataShapes, Inc.	2.00%
DataSnipper Inc.	2.00%
DataWalk, Inc.	2.00%
Datawatch	0.01%
Decision Lens	0.50%
Deep Instinct	2.00%
Deep Labs, Inc.	2.00%
Deep Media, Inc.	2.00%
Deepgram, Inc.	2.00%
DeepSeas, LLC.	2.00%
Deepwatch, Inc.	2.54%
Defend3D	2.00%
Definitive Business Solutions, Inc.	2.00%
Deighton Associates Ltd	2.00%
Delinea	1.00%
Dell	1.50%
Delphix	2.00%
Denodo Technologies	2.00%
Deque Systems, Inc.	2.00%
Detego Cyber & Digital Solutions, LLC	2.00%
Dice Career Solutions, Inc. dba ClearanceJobs	7.00%
DigEplan	0.50%
Digital Asset Redemption, LLC	2.00%
Digital Era	0.50%
Digital Guardian	2.00%
Digital Map	1.00%
Digital Realty	3.01%
Digital Reasoning	3.44%
DigitalBlue Software	2.00%
DigitalXForce Corporation	2.00%
DigitSec, Inc.	2.00%
Diligent Corporation	2.00%
Disaster Technologies, Inc.	2.00%
Discover Technologies LLC	0.50%
Discovered Intelligence, Inc.	2.00%
Distran USA Corp	2.00%
District 4 Labs, LLC	2.00%
Ditto Federal Inc. dba DittoLive Incorporated	2.00%
Do Process, LLC	2.00%
Docebo NA, Inc.	2.00%
Doctums Global, LLC	2.00%
DocuSign	0.00%
Domino Data Lab, Inc.	2.00%
Domo, Inc.	2.00%

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Software Solution and Services

Manufacturer	Discount off List
Dorger Software Architects, Inc.	2.00%
Draganfly, Inc.	2.00%
Dragos, Inc.	2.00%
Dreamfactory	3.43%
Dremio Corporatio	2.00%
DrupalEasy	2.00%
Druva, Inc.	2.00%
DryvIQ, Inc.	2.00%
DTEN	0.50%
Dtex Systems, Inc.	5.00%
Duality Technologies, Inc.	2.00%
Dun & Bradstreet	0.50%
D-Wave Government, Inc.	2.00%
Dynamite Disc Jockey's Inc., dba DFX	2.00%
DynamoFL, Inc.	2.00%
Early Birds Marketplace Pty Ltd	2.00%
Earthling Security	0.01%
EasyShifts.com, LLC	2.00%
Easyvista	2.00%
EBF, Inc.	2.00%
eCare Vault, Inc.	2.00%
ECCO Select Corporation	2.00%
EchoMark, Inc.	2.00%
eCivis	1.00%
Eclypsium, Inc.	2.00%
EcoInteractive, Inc.	2.00%
Economic Modeling, LLC dba Lightcast	2.00%
Edbrix Inc.	0.50%
EdgeRunner AI, Inc.	2.00%
Edgesoft, Inc. dba Saira Solutions	2.00%
Edoc Technologies, Inc.	2.00%
EdPower	1.00%
Edquity, Inc. dba Beam	2.00%
Education Analytics, Inc.	2.00%
Eduworks Corporation	2.00%
Effyis, Inc. dba Socialgist	2.00%
eGain Corporation	2.00%
EGIS Systems, LLC dba Fortified Health Security	2.00%
eHawk Solutions, Inc.	2.00%
Eightfold AI, Inc	2.00%
Ekahau	2.00%
Ekata	2.00%
Elastic	1.00%
ElectrifAi	0.50%
Element34 Solutions U.S., Inc.	2.00%
Element451, Inc.	2.00%
Eliquo Training & Development Incorporated	2.00%
Elisity, Inc.	2.00%
Elixir Lab USA Inc. dba Cardinality.ai	2.00%
Elliptic, Inc.	2.00%
Ellucian Company L.P.	2.00%
EM1 Technologies, LLC	2.00%
e-Magic, Inc.	2.00%
EMC	2.00%
Emergency Visions	2.33%
Endeca	2.00%
Enhanced Voting	2.00%

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Software Solution and Services

Manufacturer	Discount off List
Enterprise DB	2.00%
Enterprise Elements Inc.	4.54%
Entrust Corporation	2.00%
Enveil, Inc.	2.00%
Envisage Technologies, LLC dba Vector Solutions	2.00%
Envisio Solutions, Inc.	2.00%
Epik Solutions	0.50%
E-Plansoft	3.00%
Equifax, Inc.	2.00%
Equinix Security LLC	2.00%
eScribe Software Ltd. Dba OnBoard	2.00%
e-Share	0.50%
eSignifi	0.50%
Esper Regulatory Technologies, Inc.	2.00%
Etech-360, Inc dba 360S2G	2.00%
etherFAX, LLC	2.00%
Euna Solutions	2.00%
EVAN360 LLC	0.50%
Everbridge, Inc.	2.00%
Everlaw, Inc.	2.00%
EVGA	2.00%
EvidenceIQ	2.00%
Evinced Inc.	2.00%
eVisit, Inc.	2.00%
Evisort, Inc.	2.00%
EvolveWare, Inc.	2.00%
Exabeam	1.00%
Exafunction, Inc. dba Codeium	2.00%
Excalibur Data Systems, Inc.	2.00%
Exclaimer Limited	2.00%
Experian	0.74%
Exterro	3.00%
ExtraHop	3.00%
Exxact Corporation	2.00%
Exyn Technologies	2.00%
F5 Networks	2.00%
Fabricated Software, Inc.	2.00%
Face US, Inc. dba Pulsar US	2.00%
Fast Lane Consulting and Education Services, Inc.	2.00%
FaxSIPit Services Inc.	5.00%
Fend Incorporated	2.00%
Fenix Insight Ltd	2.00%
FenixPyre, Inc.	2.00%
FI Consulting, Inc	2.00%
Fiddler Labs, Inc.	2.00%
Fidelis Cybersecurity, Inc.	2.00%
Figma, Inc.	2.00%
FileTrail	0.50%
Filevine, Inc.	2.00%
Filigran SAS	2.00%
FinQuery dba LeaseQuery, LLC	2.00%
First To Invest LTD	2.00%
Fishbowl Solutions, LLC	2.00%
Fitbit, LLC	2.00%
Five9	0.50%
Fivecast Pty Ltd	2.00%
Fivetran Inc.	2.00%

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Software Solution and Services

Manufacturer	Discount off List
Flashpoint	0.50%
Flexera	1.50%
Flipnode LLC dba Yodeck	2.00%
Flo Artificial Intelligence dba Flow Labs	2.00%
Flock Group, Inc. dba Flock Safety	2.00%
Flosum	0.50%
Fluence Technologies USA, Inc.	2.00%
Fluid Mobility Inc.	2.00%
FM:Systems Group LLC	0.50%
Focus Learning Corporation	2.00%
FogHorn Systems	0.50%
ForceBrain.com Inc. dba SUMO Scheduler	2.00%
ForceMetrics, Inc.	2.00%
Forcepoint	0.50%
ForeScout	2.00%
Forgerock	2.50%
FormAssembly	2.00%
FormStack	0.50%
Fornetix	2.00%
Forrester Research, Inc.	2.00%
Fortanix, Inc.	2.00%
Fortinet	2.00%
Fortra, LLC	2.00%
Fortress Government Solutions, LLC	2.00%
Forum Systems, Inc.	2.00%
Forward Networks, Inc.	0.50%
Frameable, Inc.	2.00%
Freshworks, Inc.	2.00%
Fulcrum	2.00%
Fusion Health	0.50%
Fusion Risk Management	0.50%
FutureFit AI Corporation	2.00%
G2K Labs, Inc.	2.00%
G7 Security Services, LLC	2.00%
Gallus Communications LLC dba TASSTA Americas	2.00%
Garland Technology, LLC	3.00%
GCOM Software, LLC.	5.00%
Gemba Software Solutions dba ProcedureFlow	2.00%
Genesys	1.26%
Geofeedia	1.00%
Geollect	0.50%
Geonorth	0.50%
Geosite	0.50%
GeoSolutions USA Corp.	2.00%
Geospark Analytics dba Seerist Federal	2.00%
Geotab, Inc.	2.00%
German Software dba GermainUX	2.00%
GetReal Security, LLC	2.00%
Gigamon	4.00%
Gigantor Technologies Inc.	0.50%
Gimmal	3.00%
GitLab, Inc.	2.00%
GL Suite, Inc	2.00%
Glasswall Solutions Limited	2.00%
Glean Technologies, Inc.	2.00%
Globalscape	3.19%
Go Evo, Inc.	2.00%
GoApron, Inc.	2.00%
Goldcast, Inc.	2.00%
Golden	0.50%
Golden Recursion Inc.	8.00%

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Software Solution and Services

Manufacturer	Discount off List
Goldfinger Holdings	0.50%
Gomboc.AI, Inc.	2.00%
GoodMaps, Inc.	0.50%
Google	1.00%
GoSecure, Inc.	2.00%
Gov Grants	2.00%
Gov2biz Inc.	2.00%
Gov2biz, Inc.	2.00%
Governmentjobs.com, Inc dba NeoGov	2.00%
GovInvest, Inc.	2.00%
GovWell Technologies, Inc.	2.00%
Grafbase, Inc.	2.00%
Graid Technology	2.00%
Grammarly, Inc.	2.00%
Granicus	2.00%
GraphIQ, Inc.	2.00%
Gravel Road Data Labs, LLC.	0.50%
GRAX, Inc.	2.00%
Gray Wolf Analytics Inc. dba Gray Wolf AI	2.00%
GreatNonProfits D.B.A CommunityConnect Labs	2.00%
GreenAppy	0.75%
Greenlight Group	2.99%
Greymatter.io	0.50%
GreyNoise Intelligence, Inc.	0.50%
Greystones Consulting Group, dBA Greystones Group	2.00%
Gridless	2.00%
Groq, Inc.	2.00%
Groundswell Productivity Solutions, LLC dba ZenCase	2.00%
GroundWork	2.00%
Groupdolists	0.50%
GTY Technology Holdings, Inc.	2.00%
Guardian Score, LLC	2.00%
Gyrus Systems	2.00%
H2O.ai, Inc.	0.50%
Hack The Box Ltd	2.00%
HackEDU, Inc., dba Security Journey	2.00%
HackerOne, Inc.	2.00%
Haevek, Inc.	2.00%
Halcyon Tech, Inc.	2.00%
Hale International Recruitment US, LLC	2.00%
Harpoon Corp	2.00%
Harvest Tech Labs BV	2.00%
HashiCorp	1.20%
Haystax	0.75%
Hazel AI Technologies, Inc.	2.00%
HCL	1.20%
HCL Technologies Ltd.	2.00%
HCLTech Public Sector Solutions, Inc.	2.00%
Headlight Technologies, Inc.	2.00%
Heimdall Data LLC	0.50%
Hello Lamp Post ltd	2.00%
Help Scout PBC	2.00%
Hexagon Geospatial	0.50%
Hexalytics, Inc.	2.00%
HHS Technology Group, LLC	2.00%
Hike2	2.00%
HIPAA Vault	2.00%
Hitachi Vantara	2.00%
HiveMQ, Inc.	2.00%
HKA Tech, LLC	2.00%
Holonic Technologies, Inc.	0.50%
Hootsuite, Inc.	2.00%
Horizon3.ai	0.50%

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Manufacturer	Discount off List
HoundDog.ai, Inc.	2.00%
HPE	3.00%
HRTMS, Inc. dba JDXpert	2.00%
HS GovTech	2.00%
HSO	0.50%
Human Security, Inc.	2.00%
Hunted Labs, Inc.	2.00%
Hunter Web Services, Inc.	2.00%
Huron Consulting Services, LLC	2.00%
HYAS Infosec, Inc.	2.00%
Hycu, Inc.	2.00%
Hyper Labs, Inc. dba Hyperscience	2.00%
HyperOffice	4.54%
Hyperproof, Inc.	2.00%
Hypori, Inc.	2.00%
HyTrust	2.99%
Ibl Education	2.00%
IBM	1.00%
iBoss	0.50%
Icaros, Inc.	0.50%
Icertis, Inc.	2.00%
ICEYE North America, Inc.	2.00%
ID Dataweb, Inc.	2.00%
Idalto Inc. dba Bryq	2.00%
IDB dba IPInfo	2.00%
iDefender LLC	0.50%
Identity Automation	2.00%
Identity Works LLC, dba Instrumental Identity	2.00%
IGEL Technology Corporation	2.00%
Ignyte Group, Inc.	2.00%
IKANOW	3.69%
ikeGPS	0.75%
ILA Corporation DBA VM2020 Solutions	0.50%
iLAB, LLC.	2.00%
Illume	3.68%
Illumio, Inc.	2.00%
Image Access Corporation	2.00%
Imagine Solutions DBA Encapture	2.00%
iMapData	17.24%
Immersive Labs Corporation	2.00%
Impero Solutions, Inc.	2.00%
Imperva	2.00%
IMPETUS ADVANCED FINITE ELEMENT ANALYSES AS	2.00%
Imprivata, Inc.	2.00%
Incode Technologies	1.00%
Incorta, Inc.	2.00%
Indago Technologies, Inc.	2.00%
Indigov Corporation	2.00%
Infax, Inc.	2.00%
Infinera	0.50%
Infinite Ranges, Inc.	2.00%
InfiniteTactics, LLC	2.00%
Info Bastion, LLC	2.00%
Info Security Corp (ISC)	6.26%
Infoblox	3.00%
Informatica, Inc.	2.00%
Infotek Solutions Inc. dba Security Compass	2.00%
Infotopics AfT B.V	2.00%
Inframappa	0.50%
Inkit, Inc.	2.00%
INKY	1.00%
Innive Inc.	0.50%
Innodata, Inc.	2.00%

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Software Solution and Services

Manufacturer	Discount off List
Innovative Emergency Management (IEM)	2.00%
Insane Cyber, Inc.	2.00%
InSite LLC	2.00%
Insitu Software, Inc.	2.00%
InSource	0.50%
Inspired E-Learning	2.00%
Instabase, Inc.	2.00%
Insystech	0.50%
Intact Partners, Inc.	0.50%
INTEGRATE.IO, Inc. dba DreamFactory Software	2.00%
Intellective	0.50%
Intelligent Automation, LLC dba BlueHalo Labs	2.00%
Interactive Data, LLC	0.50%
Intercede Limited	2.00%
Intergral	3.69%
Intermap Technologies	0.01%
International Data Base Corp.	2.00%
Interpersonal Frequency, LLC	2.00%
Interset	2.00%
InterWorks, Inc.	2.00%
IntraEdge, Inc.	2.00%
Intrusion Inc.	2.00%
Inttensity	2.57%
Invicta Solutions Group, LLC	2.00%
Invictus Apps, Inc.	2.00%
Invincea	0.00%
ioMoVo Corp.	2.00%
iOra	1.04%
IPC Global Services	2.00%
i-PRO Americas Inc.	2.00%
Iris Tech Inc.	2.00%
Iron Mountain Information Management, LLC	2.00%
IronKey by Imation	5.22%
IronNet	2.00%
ISARA Corporation	2.00%
ISI Solutions, Inc dba sFiles	2.00%
Island Technology, Inc.	2.00%
Issured Ltd	2.00%
Itential, Inc.	2.00%
Itopia, Inc.	2.00%
ITS Partners	0.50%
Ivanti	0.50%
iVerify, Inc.	2.00%
IVIX Tech, Inc.	2.00%
IX LAYER, Inc.	0.50%
JackBe	2.58%
Jacobs Technology Inc.	2.00%
Jama Software	3.03%
Janya	0.31%
JCN Partners, Inc. dba Everblue	2.00%
Jetdocs Inc.	2.00%
Jive	2.42%
Jotform, Inc.	2.00%
Jotto, Inc.	2.00%
JSMPros, Inc.	2.00%
JTC Technologies, LLC, dba as Learning Stream	2.00%
Juniper Networks, Inc.	0.50%
Kagool, Inc.	2.00%
Kahua	2.00%
Kajeet, Inc.	2.00%
Kapow Software	2.99%
Kaseware, Inc.	2.00%
Keene Village Plastics	2.00%

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Software Solution and Services

Manufacturer	Discount off List
Keeper Security	10.00%
Kelyn Technologies, LLC	3.00%
Kemisoft Group Ltd.	2.00%
Keralia	0.50%
Keyavi Data Corp	0.50%
Keyspider Corp.	2.00%
Kinney Group, Inc.	2.00%
Kion	2.00%
KIRO Group	2.00%
Klaunch, LLC.	2.00%
Kleo, Inc. dba ClassWallet	2.00%
KLoBot, Inc.	2.00%
Know Who	1.01%
Knowledge Broker	2.00%
Knowledge Key Assoc, DBA Training Camp	2.00%
KnowledgeLake	2.00%
Knowmadix	5.00%
Knox Systems, Inc.	2.00%
Koat.ai Incorporated	2.00%
Kodak Alaris, Inc.	2.00%
Kodify LLC dba ZLS.app	2.00%
Kofax	0.00%
Kokomo Solutions, Inc. dba Kokomo24/7	2.00%
Kore.ai, Inc.	2.00%
Kove Corporation	0.75%
Kovr.AI Corp	2.00%
Kriptos, Inc.	2.00%
Krista Software	0.50%
Kroll Ontrack	7.47%
Kurt Lennartsson Consulting, LLC	2.00%
Kusari, Inc	2.00%
Kyndi, Inc.	2.00%
Kyndryl Federal, LLC	2.00%
Kyriba	0.50%
Lacuna Technologies, Inc.	2.00%
Lanuage Weaver/SDL	13.27%
Launch Mobility, Inc.	2.00%
LaunchPad Careers Inc.	0.01%
Lazarus Enterprises, Inc.	2.00%
Leadership Connect	0.50%
Leaning Technologies Limited	2.00%
Leankor Inc.	2.00%
Leaptree Limited	0.50%
Learn to Win	0.50%
LeaseAccelerator Services, LLC	2.00%
Lecticon, Inc.	2.00%
Legendary Supply Chain, Inc.	2.00%
LeGuard, Inc.	0.50%
LEIDIT LLC	0.50%
LEO Technologies, LLC	2.00%
Level Access, Inc.	2.00%
Lexicon Technologies Inc.	6.03%
Lexis Nexis	2.00%
Lexyl Travel Technologies, LLC dba Eventsquid	2.00%
LG Electronics	28.57%
Libera, Inc.	2.00%
Liferay	1.00%
Lightsense	0.50%
Lilt, Inc.	2.00%
LinkedIn	2.00%
Linksys USA, Inc.	2.00%
Liquidware Labs	2.00%
Litify Inc.	2.00%

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Manufacturer	Discount off List
Little Arms Stuidos, Inc.	2.00%
Live Cyber LLC dba Cloud Range Cyber	2.00%
Live Earth, LLC	2.00%
LiveAction	0.50%
Livestream Learning Studio, LLC.	2.00%
LiveView Technologies, Inc.	2.00%
LNB Solutions Inc.	3.00%
Localist	0.50%
Locality Media Inc. dba First Due	0.50%
LogicMonitor, Inc.	2.00%
Logitech	2.00%
Looker	0.50%
Lookout Inc.	8.00%
Lovelytics, LLC	2.00%
LowV Systems, Inc.	2.00%
LRB Group, LLC	2.00%
Lucid Software, Inc.	2.00%
Lucidworks	3.20%
Lumana Inc	2.00%
LumApps, Inc.	2.00%
Luminare, Inc.	2.00%
LuminosoTechnologies Inc	0.01%
Lumu Technologies	2.00%
Lynk Technology Holdings, Inc.	2.00%
Lyssn.io, Inc.	2.00%
M2Mobi	1.00%
M3 Planning, Inc. dba Madison AI	2.00%
Magic School, Inc dba MagicSchool	2.00%
Magnet Forensics	0.50%
Magnus Diagnostics Laboratories	2.00%
MailGate, LLC	2.00%
Malwarebytes Inc.	2.00%
Manage Mobility	27.00%
ManageEngine	2.00%
ManageYOURiD, Inc.	2.00%
Mandiant, Inc.	0.50%
Mango Technologies, Inc. DBA ClickUp	2.00%
MangoApps, Inc.	2.00%
Manhattan Software	2.75%
ManpowerGroup Public Sector, Inc. dba Experis	2.00%
MapBox	1.50%
Mark43, Inc.	2.00%
MarkLogic	7.88%
Maryville Consulting Group, Inc.	2.00%
Material Security	0.50%
Matillion ltd	2.00%
Mattermost	0.50%
Mattermost, Inc.	2.00%
Maverick Quantum, Inc.	2.00%
McAfee	3.50%
Medallia, Inc.	4.28%
Medefy Health, Inc.	2.00%
Medex Forensics	2.00%
Mediatech, Inc.	2.00%
MediVista Media d.b.a. Everwell	2.00%
Megaport, Inc.	2.00%
Melimu LLC dba MapleLMS	2.00%
Melissa Data Corporation	2.00%
Menlo Security, Inc.	2.00%
Mercurio Analytics, Inc.	2.00%
Merkle Science Americas, Inc.	2.00%
MeshNet, Inc. dba Suitable	2.00%
Metazoa	0.50%

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Manufacturer	Discount off List
Meter, Inc.	2.00%
Metrc, LLC	0.50%
Metrolink Networks, LLC DBA Cloudforce	2.00%
MF Genius Corp., dba CampusIQ	2.00%
Microsoft	1.00%
Micro-Tel, LLC dba Microcall	2.00%
MIDL Technology, Inc.	2.00%
Millsapps, Ballinger & Associates	2.00%
Mimecast North America, Inc.	0.50%
Mimic Networks, Inc.	2.00%
mimik Technology, Inc.	2.00%
Mindbase, LLC	2.00%
MinIO, Inc.	2.00%
MissionRT, LLC	2.00%
Mistogo Inc. dba Hexnode	2.00%
MixMode, Inc.	2.00%
mLogica, LLC	2.00%
MLTwist, Inc.	2.00%
MobiChord	0.50%
MobileMind Technologies	0.50%
MobilePD	1.02%
ModelOp	0.50%
Modern Treasury Corp	2.00%
Modria	1.26%
Modzy	0.50%
MongoDB	2.00%
Mosse Security	0.50%
MotionDSP	2.99%
Motive Technologies, Inc.	2.00%
Moveworks, Inc.	2.00%
mPower Innovations	2.00%
MST Solutions LLC d/b/a Mastek	2.00%
Muck Rack, LLC	2.00%
Multi-Dimensional Education, Inc.	2.00%
Multitude Insights, Inc.	2.00%
MURAL	2.00%
MURF, Inc.	2.00%
Mutare, Inc.	2.00%
mxHero	0.50%
Myota, Inc dba Myota.io	2.00%
MySQL	23.82%
Nally Ventures	0.50%
NaphCare, Inc.	0.50%
Nasuni Corporation	2.00%
Natsoft Corporation	2.00%
Navisource Inc.	2.00%
NCS Analytics, Inc.	2.00%
NCS Technologies	8.16%
NCTech, Inc.	2.00%
Nday Security, Inc.	2.00%
Nearmap	0.50%
Nerdio, Inc.	2.00%
NetApp, Inc.	2.00%
Netbuilder, Inc.	2.00%
NetCentric Technologies, Inc. dba Allyant	2.00%
Netcraft Limited	2.00%
NetDocuments Software, Inc.	2.00%
Netenrich, Inc.	2.00%
Netfoundry	0.50%
NetImpact Strategies, Inc.	2.00%
Netography, Inc.	0.50%
Netrise, Inc.	2.00%
Netskope, Inc.	2.00%

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Software Solution and Services

Manufacturer	Discount off List
NetSPI, LLC.	2.00%
NetThunder, LLC	2.00%
Netwrix Corporation	3.00%
New Relic	1.00%
New York Wired for Education, Inc dba Metrix Learning	2.00%
NewSci	1.00%
NEXGEN Asset Management	2.00%
Next Chapter Technology, Inc.	2.00%
Next Level Security Systems	2.00%
NexTalk, Inc.	2.00%
NexTech Solutions, LLC	2.00%
NextgenID, Inc.	2.00%
NICE Systems, Inc.	2.00%
Nile-Global, Inc.	2.00%
NinjaOne, LLC	2.00%
Nintex	0.50%
Nirmata, Inc.	2.00%
NKINDL AI, Inc. dba Authentrics.ai	2.00%
nlyte Software	2.75%
NNData Corporation	0.50%
NNT	0.50%
Nok Nok Labs, Inc.	2.00%
Noname Public Sector LLC.	2.00%
Normshield, Inc.	2.00%
Northwoods	2.00%
Notarize, Inc. dba Proof.com	2.00%
Novodynamics	3.03%
Nozomi Networks, Inc.	2.00%
nSide, Inc.	2.00%
NtelSec, Inc.	2.00%
NU Borders, LLC	2.00%
Nuance	2.00%
Nucleos, Inc.	2.00%
Nucleus Cyber	0.50%
Nucleus Security LLC	0.50%
Nuggets USA Limited	2.00%
NuHarbor Security, Inc.	2.00%
Nullable, Inc. dba Aware	2.00%
Nutanix	4.16%
Nuvalence, LLC	2.00%
Nuvolo Technologies	0.50%
NVIDIA CORP	2.00%
NVINT Services LLC dba Element Four	2.00%
NWO.ai, Inc.	2.00%
Nyriad, Inc.	2.00%
Oak Innovation Limited	0.50%
Oblong	3.03%
Occuspace, Inc.	2.00%
Ocient, Inc.	0.50%
Octant Data, LLC	2.00%
Oculis Labs	3.69%
Odaseva	2.00%
Offensive Security Services, LLC.	2.00%
Ogre.run, Inc.	2.00%
Okta	2.00%
Okteto, Inc.	2.00%
OlaTech Business Hosting Corporation dba in1touch	2.00%
Omnibond Systems, LLC	2.00%
Omnilink	1.17%
Omnissa, LLC	2.00%
ON2IT, Inc.	3.00%
OnActuate Consulting US, Inc.	2.00%
Onapsis	1.00%

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Software Solution and Services

Manufacturer	Discount off List
One Human Service Network, Inc.	2.00%
One Network USA, Inc.	2.00%
OneBlink Pty Ltd	2.00%
OneMeta, Inc.	2.00%
OneStream Software LLC	2.00%
OneTrust, LLC.	2.00%
Onsolve	0.50%
Onspring Technologies LLC	2.00%
Ontinue	2.00%
Ooma, Inc.	2.00%
OpenAI OpCo, LLC	2.00%
OpenCounter, Inc.	0.50%
OpenGov	2.00%
Openlane Technology Corporation dba Roadflex	33.33%
OpenSGI	2.33%
OpenText	2.00%
Opsgility, LLC	2.00%
OPSWAT, Inc.	2.00%
Optensity	3.54%
Optezo, Inc.	0.50%
Optibus, Inc.	2.00%
Optiv Security, Inc.	2.00%
Optum Government Solutions, Inc.	2.00%
Oracle America, Inc.	2.00%
Orbis Operations, LLC	2.00%
Orbit Analytics, Inc.	2.00%
Orbital Insight, Inc.	2.00%
Orca Security, Inc.	2.00%
Orion Power Systems, Inc.	2.00%
OSaaS LLC	2.00%
Otava	2.00%
OurBond, Inc.	2.00%
Outlier Technologies, Inc.	2.00%
Outpost Security, LLC	2.00%
Outreach Technology	2.00%
OutSystems	1.10%
Outtake Inc.	2.00%
Outway, Inc.	2.00%
Oversight Systems, Inc.	2.00%
Overwatch Data, Inc.	2.00%
oVio Technologies, Inc.	2.00%
Owl Cyber Defense Solutions, LLC	2.00%
OwnBackup	0.80%
PagerDuty, Inc.	0.50%
Palette	3.00%
Palo Alto	8.00%
Panopto, Inc.	2.25%
Pantheon Systems, Inc.	2.00%
Paperless Innovations, Inc	2.00%
Parallel Works. Inc.	2.00%
Paramify, Inc.	2.00%
Parascript, LLC	2.00%
Partners In Leadership, LLC d/b/a Culture Partners	2.00%
Passage Technology LLC	0.50%
Patero, INC.	2.00%
PaymentWorks, Inc.	2.00%
Payscale, Inc.	2.00%
PC Matic, Inc	2.00%
PCC Technology, Inc. dba Civix	2.00%
PCI Pal (U.S.) Inc	10.00%
PDQ Intermediate, Inc.	2.00%
Pendulum Intelligence, Inc.	2.00%
Penlink	2.00%

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Manufacturer	Discount off List
Pentaho	2.00%
Pentera Security Inc.	2.00%
People Services Center, Inc. DBA CATCH Intelligence	2.00%
PeopleGoal (c/o Evermind Digital LTD)	2.00%
Peregrine Technologies, Inc.	2.00%
Permanence AI Inc.	2.00%
Permion Government	2.00%
Permitium LLC	2.00%
PermitRocket	2.00%
Permuta Technologies, Inc.	2.00%
Pernix Data	2.00%
Persado	0.50%
Persimmony International, Inc.	2.00%
Perspective Tester, LLC	2.00%
PhoneLiveStreaming	0.50%
Photon Medical Communications, Inc.	2.00%
Phylum, Inc.	2.00%
Ping Identity	2.00%
Pivotal	2.00%
piXlogic	2.99%
PIXM, Inc.	2.00%
Planet Technologies, Inc.	2.00%
PlatCore	0.50%
platfora	0.01%
Plauti B.V.	2.00%
Plotly (US), Inc.	2.00%
Plum Identity, Inc.	2.00%
Pluralsight, LLC	2.00%
Plurilock	2.00%
Polimorphic, Inc.	2.00%
Poly	0.50%
Pondurance, LLC.	2.00%
Portal26, Inc.	2.00%
PowerDMS	1.00%
Powered by Data, LLC DBA Data Literacy DBA Data Literacy	2.00%
Preamble, Inc.	2.00%
Precise	4.54%
Precise Biometrics Inc.	1.52%
Precisio Business Solutions, Corp. dba Ascent Solutions	2.00%
Precog Data, Inc.	2.00%
Premier Cloud, Inc.	2.00%
Premier Technology Advisors	8.00%
Presidio Corporation	2.00%
Privaini, Inc.	2.00%
Procore Tecnologies	0.50%
Procurated, Inc.	2.00%
Profit Apps, Inc.	2.00%
Progress Software	1.22%
Progressive Technology Federal Systems, Inc. (PTFS)	2.00%
Project Bordeaux, Inc. dba Inbox Monster	2.00%
Project Broadcast LLC	2.00%
Project Hosts Inc.	2.00%
Promise Network, Inc.	2.00%
Promo Drone, Inc.	2.00%
Proofpoint	5.00%
Prophecy Americas', Inc.	2.00%
ProStar Geocorp, Inc.	2.00%
ProSymmetry	0.50%
Protech Solutions, Inc.	2.00%
Provance Technologies, Inc.	2.00%
Proven Optics LLC	0.50%
Provisions Group, LLC	2.00%
Pryon, Inc.	2.00%

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Manufacturer	Discount off List
Puget Sound Systems, Inc.	2.00%
Pulselight Holdings, Inc.	0.50%
Purple Transform, Inc.	2.00%
Pursuit Pathways Inc.	2.00%
Pyramid Analytics USA, Inc.	0.50%
Pyze, Inc.	2.00%
Q247, LLC	2.00%
Qadium	2.00%
Qanapi Group, Inc.	2.00%
QFlow Systems, Inc.	2.00%
Qii.AI	0.50%
QlikTech Inc.	0.75%
Qmulos, LLC.	2.00%
Qrypt, Inc.	2.00%
Quality Technology Services	0.75%
Qualtrics	1.00%
Qualys, Inc.	2.00%
QuantaHub2, LLC	2.00%
Quantexa, Inc.	2.00%
Quantifind	0.50%
Quantinuum, LLC	2.00%
Quantiphi, Inc.	2.00%
Quantropi, Inc.	2.00%
Quantum Bridge Technologies, Inc.	2.00%
Quantum, Inc.	2.00%
Quantum4D	2.63%
Questica	0.50%
Queue-it	0.50%
Quickbase, Inc	2.00%
QuintessenceLabs Pty, Ltd	2.00%
Quiq, Inc.	2.00%
Quisitive, LLC	2.00%
Qumulo, Inc.	2.00%
QuSecure, Inc.	2.00%
r4 Technologies, Inc.	0.50%
Radiant Logic	0.50%
RADICL Defense, Inc.	2.00%
Raindrop Systems, Inc.	2.00%
RAKIA USA Corp	2.00%
RangeForce	0.50%
Rapid7	2.00%
RapidFort, Inc.	2.00%
Ratio Exchange, LLC	2.00%
Raven Cloud, Inc.	2.00%
RavenTek Solution Partners, LLC	2.00%
Read AI, Inc.	2.00%
ReadSpeaker	3.00%
Ready.net, Inc	2.00%
ReadyWorks Inc.	2.00%
Real Response Pty Ltd dba BlueRoom	2.00%
RealEyes Connect LLC	3.44%
Rebel Health Inc. dba ARCHANGELS	2.00%
Recite Me, LLC	2.00%
Recommind	0.01%
Recon Apps, LLC	2.00%
Recorded Future	2.63%
Red Canary, Inc.	2.00%
Red Hat	2.00%
RegScale	0.50%
REI Systems	0.50%
Reka AI	2.00%
Relativity ODA LLC	2.00%
Relativity ODA, LLC	2.00%

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Manufacturer	Discount off List
ReliaQuest, LLC	2.00%
RelishIQ, Inc.	2.00%
Remediant	0.50%
Remix Technologies	2.00%
RepRisk AG	2.00%
Rescale, Inc.	0.50%
Resemble AI, Inc.	2.00%
Resiliant, Inc.	2.00%
ResourceX	2.00%
ReSTNSX, Inc.	2.00%
Reva Solutions Inc.	2.00%
Revenue Solutions, Inc.	2.00%
Revere Data	2.57%
ReversingLabs	0.01%
Rhondos	0.50%
RideCo US, Inc.	2.00%
Ripcord, Inc.	2.00%
RippleMatch, Inc.	2.00%
Risklens	2.00%
Riskonnect	2.00%
RiskRecon	2.00%
Riverbed	2.00%
R-Mor, LLC.	2.00%
Robotic Assistance Devices, Inc. (RAD)	2.00%
Rocket Software, Inc.	2.00%
Rockfish Data, Inc.	2.00%
Rok Technologies, LLC	2.00%
Ron Turley Associates, Inc.	2.00%
Roundtrip	2.00%
Routeware, Inc.	2.00%
RPI-CS, Inc.	2.00%
RSA	2.00%
Rubrik	5.00%
Rumble, Inc dba runZero	2.00%
RunAi Labs USA, Inc.	2.00%
R-Zero Systems, Inc.	2.00%
Saasyan	0.50%
SafeBreach, Inc.	2.00%
SafeGuard Cyber	0.50%
SafeLogic, Inc.	2.00%
SafeNet	0.00%
SaferWatch, LLC	2.00%
Safety Vision, LLC	2.00%
SailPoint	0.50%
Salesforce	2.21%
SalesIntel Research, Inc.	2.00%
SaleSwing	2.00%
Salty Cloud, PBC	2.00%
Samsara Inc.	2.00%
Samsung	33.67%
Samsung Knox	2.00%
SANS Institute	2.00%
SAP	0.00%
SAP- Concur	1.00%
SaraWorks, LLC	2.00%
Sarder Inc dba NetCom Learning	2.00%
SAS Institute, Inc.	2.00%
Savant Learning Systems dba Virtual Academy	2.00%
Saviynt, Inc	1.20%
SB Technology Federal, Inc.	2.00%
Scale AI, Inc.	0.50%
Scaled Agile, Inc.	2.00%
SCATR Corp	2.00%

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Manufacturer	Discount off List
SCHOLARSHIP SOLUTIONS, LLC dba AwardSpring	2.00%
SchoolBanks, Inc.	0.50%
ScienceLogic, Inc.	2.00%
Scorelate, Inc.	2.00%
Scribe Security	2.00%
SDL Government	6.26%
S-Docs, Inc.	2.00%
Seagate Federal, Inc. d/b/a Seagate Government Solutions	2.00%
Seamlessdocs	4.00%
SearchBlox Software, Inc.	2.00%
Seattle Business Software dba Orbus Software	2.00%
SecPod Technologies, Inc.	2.00%
Sectigo Limited	2.00%
Secure Passage, Inc.	2.00%
Secure-Centric, Inc.	2.00%
Secured Communications, Inc.	2.00%
SecureReview, Inc. DBA SessionGuardia	2.00%
Secureworks	1.30%
Security Scorecard, Inc.	2.00%
Security Services	5.00%
Seekr Technologies, Inc.	2.00%
Selfhelp Community Services	2.00%
Semantic Visions, s.r.o.	2.00%
Semarchy, Inc	2.00%
Semotus, Inc. dba HipLink Software	2.00%
Semperis, Inc.	2.00%
Sensics	1.53%
SentiLink Corp.	2.00%
SentinelOne	1.50%
SentryCard Technologies, Inc. dba Sentry Enterprises	2.00%
SEP TECH	0.50%
Sequoia	0.50%
Sequoia Holdings, Inc.	2.00%
Seros	4.54%
Sertifi	0.50%
ServiceNow	0.50%
SevOne	2.00%
ShadownDragon Federal, LLC	2.00%
ShardSecure, Inc.	2.00%
Shavlik	0.51%
Sherpa	0.50%
Shiftsmart, Inc.	2.00%
Sicura, Inc.	2.00%
SIGA Data Security LTD.	2.00%
SigBee, Inc.	2.00%
Silverfort, Inc.	2.00%
SimpleCert, LLC	2.00%
SimpliGov LLC	1.00%
Simply NUC, Inc.	2.00%
Simpplr	2.00%
Simsi, Inc.	2.00%
SimSpace Corporation	2.00%
SingleStore, Inc.	2.00%
Singlewire Software	2.00%
Siren Data Intelligence, Inc.	0.25%
Sivil Technologies, Inc.	2.00%
Skedulo	0.40%
Sketchbox	0.50%
SkillStorm Commercial Services, LLC	2.00%
Skopenow Inc.	2.00%
Skuid	0.50%
Skycam Aviation, Inc.	2.00%
Skydio	2.00%

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Manufacturer	Discount off List
Skyline Software Systems, Inc.	2.00%
Skyline Technology Solutions, LLC	2.00%
Skyport Systems	2.00%
SKyX Systems Corp	1.00%
Slack	0.50%
Slalom, LLC, dba Slalom Consulting	2.00%
Slingshot Aerospace, Inc.	2.00%
Smart Home Sentry, Inc. dba Sentry AI	2.00%
Smartronix, LLC dba SMXtech	2.00%
Smartsheet	2.00%
SMAT Ltd dba Open Measures	2.00%
SmiForce, Inc.	2.00%
SnapOn Software	2.00%
SND Software, Inc.	2.00%
Snorkel AI, Inc.	2.00%
Snow Software, Inc.	2.00%
Snowflake	2.00%
Snyk, Inc.	2.00%
SOA Software	2.63%
Social Solutions	0.50%
SocialTrendly, Inc. DBA BLACKBIRD.AI	2.00%
Societal Systems, Inc	2.00%
Socrata	3.00%
Socure, Inc.	2.00%
Softdocs	0.50%
SOI Solutions	2.00%
Sol Analytica, Inc.	2.00%
Solarwinds	3.00%
SolCyber Managed Security Services, Inc.	2.00%
Solgari, Inc.	2.00%
Solix	11.85%
Sonim	2.00%
Sonitum, Inc.	2.00%
Sophos, Inc.	2.00%
Sotera Digital Security Corp	2.00%
SoundThinking, Inc.	2.00%
Spacelift Inc.	2.00%
Spare Labs, Inc.	2.00%
Spark Hire, Inc.	2.00%
SparkCognition Government Systems, Inc.	2.00%
Spatial Data Logic, LLC	2.00%
Spatialitics, LLC	0.50%
SpecterOps, Inc	2.00%
Spectra Logic	1.00%
Spectro Cloud, Inc.	2.00%
SPEEDATA, LTD	2.00%
Spire Global, Inc.	0.50%
Splashtop	0.50%
Splashtop, Inc.	2.00%
Splunk	1.26%
SportGait, LLC	2.00%
Spot.AI, Inc	2.00%
SpringML Inc. dba Egen Solutions	2.00%
Sprinklr	0.50%
Sprout Social, Inc.	3.00%
Spruce Systems, Inc.	2.00%
SPV Associates, Inc. dba OnIndus	2.00%
SpyCloud, Inc.	2.00%
Stach & Liu dba Bishop Fox	2.00%
Stage2Data, Inc.	2.00%
Stave	0.50%
Stealthbits	2.63%
Steel Patriot Partners	2.00%

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Manufacturer	Discount off List
SteriLumen, Inc.	0.50%
Stonebranch, Inc.	2.00%
Stony Point, Inc.	2.00%
StoreConnect USA, Inc.	2.00%
Stralto, Inc.	2.00%
Stratodesk Corp	2.00%
Straylight Systems, Inc.	2.00%
StreamLink Software Inc. DBA AmpliFund	2.00%
streamWrite Connect	2.00%
Strike Solutions, LLC	2.00%
Striveworks, Inc.	2.00%
StrongDM, Inc.	2.00%
Styrk Inc. dba Styrk.AI	2.00%
Submittable Holdings, Inc.	2.00%
SuccessKPI, Inc.	2.00%
Suggestion Ox, Inc	2.00%
Summit Technology Consulting Group dba Allocore	2.00%
Sumo Logic, Inc.	2.00%
Sunstone Secure, LLC.	2.00%
Superc AI, Inc. dba with.io	2.00%
Superior Wireless Consulting, Inc., dba Intratem	2.00%
SurePassID Corp.	2.00%
SwiftComply	2.00%
Swiftly, Inc.	0.50%
SWIRL Corporation	2.00%
Swish Data Corporation	2.00%
Switchboard Live, Inc.	2.00%
Sword GRC, Inc.	2.00%
Sylabs, Inc	2.00%
Symmetry Systems	0.50%
Synack, Inc.	2.00%
Synasta Corporation	2.00%
SyncDog, Inc.	2.00%
Synergist Technologies, LLC	2.00%
Synergy SKY, Inc.	2.00%
Syniverse Technologies, LLC	2.00%
Syntasa	1.00%
Synthesis AI, Inc.	2.00%
System Automation Corporation	0.50%
Tableau	0.70%
Tabnine, Inc.	2.00%
Tact, L3C dba Mogli Technologies	2.00%
Tadaweb Technologies USA, Inc.	2.00%
TAG Infosphere, Inc.	2.00%
Talend USA	0.50%
Talkdesk	0.50%
Talon Tactical Systems, LLC	2.00%
Tamer Partners Corporation dba Proponisi	2.00%
Tanium	4.00%
Taqtile, Inc.	2.00%
Tasktop	0.01%
Team Cymru, Inc,	2.00%
TeamViewer	2.00%
Teamwork Crew Limited Trading as Teamwork.com	2.00%
TeamWorx Security, Inc.	2.00%
Tech Unicorn DMCC	2.00%
Tech5 USA, Inc.	2.00%
TechnoMile, LLC	2.00%
TechTrend Incorporated	2.00%
Tecnics Consulting Inc.	0.50%
Teknita LLC	4.00%
TEKriver, LLC	2.00%
TEKsystems Global Services, LLC	2.00%

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Manufacturer	Discount off List
TelaForce, LLC	0.50%
Telos Corporation	0.50%
Tenable	2.00%
Tenfold	2.00%
Tensor Networks	0.50%
Teradata Government Systems, LLC	2.00%
Teradici	18.37%
TERIDA LLC	2.00%
TerraGo	2.99%
Terrogence, Inc.	2.00%
Testfully Pty Ltd	2.00%
TestifySec, Inc.	2.00%
Tetra 4D	2.83%
Tetrad Digital Intergrity, LLC	2.00%
Text to Them	4.00%
TextOre, Inc.	2.00%
Thales e-Security	2.00%
The Drala Project, Inc. dba The Redesign Group	2.00%
The Informatics Applications Group, Inc. dba TIAG	2.00%
The Information Lab US, Inc.	2.00%
The New Push, LLC	2.00%
The Routing Company	2.00%
The Sanborn Map Company, Inc.	2.00%
The Tomorrow Companies, Inc.	2.00%
The Wire Digital, Inc. dba WireScreen	2.00%
Thentia	0.50%
Thetus	2.99%
think-cell Software GmbH	2.00%
Thinkst Applied Research (Pty) Limited	2.00%
ThinLaunch Software LLC	2.62%
Thought Stream LLC, d/b/a Bluescape	2.00%
Thread AI, Inc.	2.00%
Threat Digital, LLC	2.00%
Threatblockr, Inc.	2.00%
ThreatDown, powered by Malwarebytes	2.00%
ThreatLocker	0.50%
Throughline	2.00%
Thycotic	0.50%
TimeTrade dba Engageware	0.50%
Tintri	0.27%
TipCo Automated Systems, LLC	2.00%
Titania Ltd	2.00%
TLUX Technologies Limited	2.00%
To A Finish LLC	2.00%
Tom Sawyer Software Corporation	2.00%
TonicAI, Inc.	2.00%
Torch Research, LLC dba Torch.AI	2.00%
Torq Technologies Inc.	2.00%
TouchShare	0.00%
TrackLight, Inc.	2.00%
Traction on Demand	0.50%
TrainCy, LTD	2.00%
Tranquility AI, Inc.	2.00%
TransitScreen, Inc. dba Actionfigure	2.00%
TranslateLive, LLC	2.00%
TransPerfect Translations International, Inc.	2.00%
TransUnion	8.16%
Treeverse Inc.	2.00%
Trellis Data USA, Inc.	2.00%
Trellix Public Sector, LLC	2.00%
Trible AI, Inc. dba Trustible	2.00%
Tricentis	2.00%
Trimble Inc.	2.00%

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Manufacturer	Discount off List
Trinity Cyber LLC	0.50%
Tripwire	2.00%
TRM Labs, Inc.	2.00%
True Elements	2.00%
True Zero Technologies, Inc.	2.00%
TruePointSolutions	0.50%
Truetax AI	2.00%
Trusona, Inc.	2.00%
Trusted Data Solutions, LLC	2.00%
TrustLayer, Inc.	2.00%
Trustwave	9.00%
TTEC Government Solutions, LLC.	2.00%
TTech Inc. dba AIRIA	2.00%
Ttransuinion Risk and Alternative Data Solutiosn, Inc. dba TRADS	2.00%
Tufin	2.00%
Tungsten Automation	1.00%
TurboVets, Inc.	2.00%
Turing Video, Inc.	2.00%
Turnberry Solutions, Inc.	2.00%
Twilio	1.60%
Two Six Labs, LLC dba Two Six Technologies	2.00%
TyGR LLC	0.50%
Typesafe	23.18%
UberEther, Inc.	2.00%
UC innovation Inc	0.50%
Udacity, Inc.	0.50%
Udemy, Inc.	20.00%
UiPath	2.00%
Unicorn Magic, Inc.	2.00%
Unit4 Business Software Inc.	0.50%
Unite USA, Inc. dba Unite Us	2.00%
United Solutions, LLC dba US AI	2.00%
Unqork, Inc.	2.00%
Unstructured Technologies, Inc.	2.00%
UpGuard, Inc.	2.00%
Upstream Tech, Inc.	2.00%
Userway Inc.	0.50%
UXStorm	4.00%
Valid.it Evaluation Solutions LTD	2.00%
Validatar, LLC	2.00%
Validity, Inc.	2.00%
Valimail Inc.	0.50%
Valsoft Corporation dba Professional Computing Resources	2.00%
ValueBlue, Inc.	2.00%
Vantiq Inc.	2.00%
Varonis	3.00%
Varsity Tutors for Schools, LLC	2.00%
Varuna Tech, Inc.	2.00%
Vasion	2.00%
Vast Data Federal, Inc.	0.50%
VDURA, Inc.	2.00%
Vectara, Inc.	2.00%
VectorZero Technologies, LLC	2.00%
Vectra AI, Inc	2.00%
Veeam Software Corporation	2.50%
Vehicle Tracking Solutions	2.00%
Velosimo, Inc.	2.00%
Venafi	7.00%
Venngage, Inc.	2.00%
Veracode	2.63%
Verato, Inc.	2.00%
VerbaAI, LLC	2.00%

Carahsoft - Contract # R240303
Software Solution and Services

Manufacturer	Discount off List
Verbit, Inc.	2.00%
Verdiem	0.95%
Verge Technologies, Inc.	2.00%
Verisys	0.00%
Veritas	2.00%
Veritone, Inc.	2.00%
Verkada, Inc.	2.00%
Versa Networks, Inc.	2.00%
Versalytix, Inc.	2.00%
Versaterm Public Safety, Inc.	2.00%
Vertiba	2.00%
Vertiv Corporation	2.00%
Vexcel Corporation	2.00%
Via Science, Inc.	2.00%
Vibronyx, Inc.	2.00%
Viewfinity	14.08%
Village Chif Pty Ltd	0.50%
Vimeo	0.50%
Vintra	0.50%
VIQ Solutions	2.00%
Virnect Co., LTD	2.00%
Virtru	1.02%
Virtual Forge Inc.	2.00%
Virtual Investigation Platforms LLC	2.00%
Virtual Project Manager, LLC	2.00%
VirtualZ Computing Corporation	2.00%
Virtuestream	1.02%
Vision Genesis	1.02%
Vision Point Systems, Inc.	2.00%
Vision33 Inc.	2.00%
Vision-e	0.50%
Visium Analytics, LLC	0.50%
VisualVault, LLC	2.00%
Vivi LLC	0.50%
Vivid-Hosting, LLC	2.00%
VLogic Systems, Inc.	2.00%
VMRay, Inc.	2.00%
VMware Inc.	2.00%
Voltron Data, Inc.	2.00%
VulnCheck, Inc.	2.00%
Walacor Corporation	2.00%
WalkMe	0.50%
Wasabi Technologies, Inc.	2.00%
Washington Abstract, Inc.	2.00%
Waterfall Security Solutions, LTD	2.00%
WellSky Human & Social Services Corporation	3.00%
West Publishing Corporation	2.00%
Whistic, Inc.	2.00%
WhiteCanyon Software	2.03%
WhiteHawk CEC Inc.	2.00%
WhoMeta, Inc.	2.00%
WHOOP, Inc.	2.00%
Wickr	2.00%
WinMagic Corp.	2.00%
Winn Solutions, LLC	2.00%
WinPure, LLC	2.00%
WipeOS LLC	2.00%
WireSpring Technologies, Inc.	3.00%
WitnessAI, Inc.	2.00%
Wiz, Inc.	2.00%
Wolters Kluwer	0.50%
Wonderschool, Inc	2.00%
Woolpert, Inc.	2.00%

Carahsoft - Contract # R240303
Software Solution and Services

Manufacturer	Discount off List
Workera Corp.	2.00%
Workiva, Inc.	2.00%
WORKOTTER INC. DBA PRISM PPM	2.00%
Workshare Technology	2.00%
WorldTech IT, LLC	2.00%
WPI Services	0.01%
Wrap Technologies, Inc.	2.00%
WSD Digital, LLC d/b/a ReFrame Solutions	2.00%
Wyvern Incorporated	2.00%
WyvernIQ	2.00%
x Matters	7.06%
Xaqt	0.50%
Xceedium Inc.	0.01%
XeoMatrix, Inc.	2.00%
XM Cyber, Inc.	2.00%
XQ Message, Inc.	2.00%
xXsigo Systems	4.39%
Yansa Labs	0.50%
Yext, Inc.	0.50%
YouScience, LLC	2.00%
Yubico, Inc.	2.00%
YuJa, Inc.	2.00%
Yurts Technologies, Inc. dba Yurts AI	2.00%
Zammo, Inc.	0.50%
Zebra Technologies International, LLC	2.00%
ZenCity	0.50%
ZenGRC, Inc.	2.00%
ZenLedger, Inc.	2.00%
Zensai	2.00%
Zensors, Inc.	2.00%
Zentera Systems, Inc.	2.00%
ZeroEyes, Inc.	2.00%
ZeroFox, Inc.	2.00%
ZeroTouch.ai	2.00%
Zignal Labs, Inc.	2.00%
Zimbra	3.00%
Zimperium, Inc.	0.50%
Zoho Corporation	2.00%
Zoobean, Inc.	2.00%
Zoom	1.00%
Zscaler	2.00%

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Haley Reynolds, Events and Marketing Manager

Date: 01/15/2026

Meeting Date: 01/20/2026

TITLE:

Consideration and Approval of Contract: With Open Sky Productions, LLC for a 4th of July Drone Show in the amount of $122,500, annually, for the term of the contract.

STAFF RECOMMENDED ACTION:

1. Approve the Contract for Services in the amount of $122,500, annually, with Open Sky Productions, LLC; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Open Sky Productions, LLC will produce and provide a drone show 20 - 25 minutes in duration consisting of 400 drones in the air with full creative collaboration with City of Flagstaff staff in the amount of $122,500, annually, for the term of the Contract, which is an initial one year with up to four additional one-year renewals by mutual written consent of the parties.

For the 2026 event, the drone show will be visible from the Foxglenn Park multipurpose fields with the launch taking place from the softball field and will be a free viewing experience for the community.

Financial Impact:

Project Name: 4th of July Drone Show 2026
Cost: $122,500
Account Number Budgeted: 001-11-157-0583-5-4290
FY Budgeted Amount: $205,000.00
Grant Funded: No
Funding Source: BBB Tourism Transfer, one-time

Policy Impact:

There is no policy impact.

Previous Council Decision or Community Discussion:

City Council approved the 2025 4th of July Drone show Service Contract with Open Sky Productions, LLC. in the amount of $95,000 inclusive of 300 drones on April 1, 2025.

Options and Alternatives to Recommended Action:

1. Approve the Contract for Services in the amount of $122,500, annually, with Open Sky Productions, LLC.
2. Not approve the contact and direct staff toward a different direction.

Background and History:

In 2025, PROSE contracted with Open Sky Productions, LLC for a 4th of July Drone Show. The launch took place at Coconino High School with viewing areas identified at Buffalo Park, McMillan Mesa, and Sunnyside neighborhood. The event showcased our continued partnership with Flagstaff Unified School District for the use of their space, Economic Vitality and Discover Flagstaff for creative and marketing, and our continued goal to provide free events for the community and visitors.

On November 19, 2025, the City of Flagstaff published a Request for Proposals (RFP). Two applications were received by the closing date of December 12, 2025. Events staff of PROSE along with additional City of Flagstaff staff conducted an evaluation review of both applications. The group met to discuss their scores and reached a final consensus score for the highest scoring firm to be brought forward for council-approved award.

Connection to PBB Priorities and Objectives:
Robust Resilient Economy: Embrace and invest in responsible tourism opportunities to promote economic development.
Safe and Healthy Community: Promote physical and mental well-being through providing recreational opportunities, parks, open space, and active transportation options.
Livable Community: Provide amenities and activities that support a healthy lifestyle.

Connection to Regional Plan:
ED.6.1: Support and promote the diversification and specialization of the tourism sector; with heritage, eco-, and adventure tourism.

Connection to Carbon Neutrality Plan:
IR-3: Plan for changes to recreation, reduce emissions, and respond to the impacts of climate change on current Parks and recreation facilities and operations.

Connection to 10-Year Housing Plan:
None.

Attachments: Contract for Service - Drone Show 2026
Presentation

CONTRACT FOR SERVICES
Contract No.: 2026-76

This Contract is entered into this _____ day of _____, 20___ by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and Open Sky Productions LLC, a Utah Limited Liability Company ("Contractor").

WHEREAS, the City of Flagstaff desires to receive and Contractor is able to provide the professional services described in more detail below and in the Scope of Work.

NOW THEREFORE, in consideration for the mutual promises contained herein, the City and Contractor (the "Parties") agree as follows:

SERVICES

1. Scope of Work: Contractor shall provide the professional services generally described as follows:

   2026 Fourth of July Drone Show

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

2. Contractor Permits: Contractor will be responsible for providing the Special Flight Operations Certificate from the FAA and any other necessary flight authorizations, if required (the "Contractor Permits"). All permits licenses and authorizations other than the Contractor Permits will be the sole responsibility of the City.

3. FAA Approval: Drone shows are subject to the Contractor obtaining the Contractor Permits. In the event such Contractor Permits are not obtained for any reason (other than the failure of the City to provide any information reasonably requested by the Contractor to obtain such Contractor Permits), this Contract shall terminate, and the sole right and remedy of the City shall be a refund of any prepaid amounts.

4. Approval of Renderings: City will approve all show design renderings no later than five (5) days before the show, which approval is final and binding, and the Contractor will perform the show substantially as presented.

5. Performance: The City acknowledges that performance of the Services are subject to reasonable technical or other errors, and that the Services shall be deemed to be fully performed provided that at least 90% of the drones function substantially in the manner intended for the Services.

6. Limited Warranty: All Services to be provided hereunder will be provided in a good and professional manner and in accordance with applicable laws. The Contractor will not knowingly infringe upon the intellectual property rights of third parties.

7. Force Majeure: The Contractor shall not be liable for any modification of the Services or any failure to perform or delay in performance under this Contract if such modification, failure, or delay is due to any strike, lockout, riot, civil commotion, sabotage, embargo, epidemic,

inclement weather, act of government, war, act of God or other cause beyond its reasonable control (each a "Force Majeure Event"). Without limiting the foregoing, the City acknowledges that the performance of the Services and the safety of all persons present is dependent upon suitable weather conditions on the day of the event. The Contractor will have the sole discretion to determine if weather conditions are suitable for performance of the Services, and may delay, modify, or cancel the Services in their sole discretion.

8. Cancellations: The City acknowledges that the Contractor will spend considerable time and resources in planning the Services, traveling to the event venue and in setting up to perform the Services. In the event of cancellation due to a Force Majeure Event or failure of City to fulfill its contractual obligations, the City will be issued a credit (the "Credit") equal to the amount of the Deposit less any expenses incurred prior to cancellation, including but not limited to labor costs, fees for Contractor Permits and other expenses. The Credit may be applied to a future event to be scheduled within one (1) year of the date of the original event date. Future event dates will be scheduled based on availability at the time of booking. Any unused credits will expire one (1) year following the original event date. The foregoing credit shall be the City's sole right in the case of any Force Majeure Event and in no case will the City be entitled to any refund of any amounts paid.

9. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as ***Exhibit B*** are hereby incorporated by reference and shall apply to performance of this Contract, except to the extent modified in ***Exhibit A.***

10. Key Personnel/Subcontractors: Firm's Key Personnel, Subcontractors (if any), and contact information are designated in ***Exhibit A.*** Key Personnel are those employees whose license number and signature will be placed on key documents and those employees who have significant responsibilities for completion of the services. The City Representative for this Contract has the right to approve any proposed substitution of Key Personnel or Subcontractors.

CITY RESPONSIBILITIES

11. City Representative: The City Representative is Amy Hagin, Assistant Park and Recreation Director, or their designee. All communications to the City shall be through the City Representative. City Representative is responsible for bringing any request for a Contract amendment or price adjustment to the attention of the City Buyer.

12. City Cooperation: City will cooperate with Contractor by placing at its disposal all available information concerning the City, the property on which the drone show will take place, and the City program reasonably necessary for Firm's performance of this Contract.

13. Launch and Flight Area: City agrees to provide, at its own expense, access and permission to use the location specified for the show, in such form as the Contractor may require, in order to obtain the Contractor Permits and for event coordination, which must be provided at least seven (7) days prior to the scheduled event date. Approval and confirmation of the Latitude and Longitude for the event site must be confirmed by the City in writing upon signing this Agreement, as the site location and characteristics may influence the design and performance of the Services.

14. Event Site Security: City will provide all necessary security services to ensure the safety of Contractor equipment and personnel.

CONTRACT TERM

15. Contract Term: The Contract shall be effective as of the date signed by both parties and shall be for one (1) year.

16. Renewal: This Contract may be renewed for up to four (4) additional one (1) year terms by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

17. Termination: This Contract may be terminated pursuant to the Standard Terms and Conditions attached hereto as ***Exhibit B.***

PAYMENT

18. Compensation: Contractor shall be paid **one hundred twenty-two thousand five hundred dollars and zero cents ($122,500.00), annually,** for satisfactory performance of the services, in accordance with the Scope of Work identified in ***Exhibit A.***

19. Price Adjustment: Any price adjustment must be approved by the City in writing as a formal Contract Amendment. The City Manager or his/her designee (the Purchasing Director) may approve an amendment if the total amount of the Contract as amended is less than $100,000; otherwise, City Council approval is required.

INSURANCE AND INDEMNIFICATION

20. Insurance: Contractor shall meet the Aviation Insurance Requirements of the City, as set forth in ***Exhibit C.***

21. Indemnification: Contractor agrees to indemnify, defend, save, and hold harmless the City, its officers, officials, agents, and employees from and against any and all claims, demands, actions, liabilities, damages, losses, or expenses, including court costs, attorney's fees, and costs of claim processing, investigation and litigation (hereinafter collectively referred to as "Claims") that arise out of any actual or alleged bodily injury to any person (including death) or property damage caused or alleged to have been caused, in whole or in part, by the acts, errors, omissions, or negligence of the Contractor or any of Contractor's directors, officers, agents, employees, or volunteers in connection with or incident to this Contract. This indemnity provision shall survive the termination, cancellation, or revocation, whether in whole or in part, of this Contract.

MISCELLANEOUS

22. Notice: Any notice concerning this Contract shall be in writing and sent by certified mail and email as follows:

To the City:
Josh Linam
Sr. Procurement Specialist
City of Flagstaff
211 W. Aspen
Flagstaff, Arizona 86001
joshua.linam@flagstaffaz.gov

To Contractor:
Nathan Mortensen, CEO
Open Sky Productions, LLC
922 S. 500 W.
Salt Lake City, UT 84101
nate@openskypro.com

With a copy to:
Amy Hagin
Assistant Park and Recreation Director
City of Flagstaff
211 W. Aspen
Flagstaff, AZ 86001
AHagin@flagstaffaz.gov

With a copy to:
Haley Reynolds
Recreation Supervisor
City of Flagstaff
211 W. Aspen
Flagstaff, AZ 86001
Haley.Reynolds@flagstaffaz.gov

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

OPEN SKY PRODUCTIONS, LLC.

_____

Print name:_____

Title:_____

CITY OF FLAGSTAFF

_____

Print name:_____

Title:_____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

Notice to Proceed issued:_____, 2026

EXHIBIT A

SCOPE OF WORK

1. Summary:

Contractor shall provide multiple Fourth of July drone shows at Foxglenn Park between 8:00 PM AND 10:00 PM. The drone show(s) lengths shall be between 20 to 25 minutes in duration and will be designed in collaboration with the City using a City-selected audio soundtrack.

2. Deliverables:

2.1 Show Date and Launch Time: July 4, 2026, at least twenty (20) minutes after sunset.

2.2 Contractor will provide the following Services:

2.2.1 FAA flight authorization.
2.2.2 Launch site check (as applicable).
2.2.3 Full custom show design with 25-40 animations.
2.2.4 Custom soundtrack synchronized to the show design.
2.2.5 Customized media package.
2.2.6 Show size: 400 drones.
2.2.7 Duration of show: 20-25 minutes (extended show length).
2.2.8 Staff travel and expenses.
2.2.9 Equipment freight and logistics expenses.
2.2.10 Set up, installation, dismantle of equipment.

3. Event Site:

3.1 The Fourth of July Drone Show Services will be provided at Foxglenn Park, 4200 E Butler Ave, Flagstaff, AZ 86004.

3.2 Google Maps of Drown Show Area (attached)

Google Maps Image of Foxglenn Park



EXHIBIT B

STANDARD TERMS AND CONDITIONS

(Last Updated January 19, 2023)

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

IN GENERAL

1. **PARTIES:** The City of Flagstaff (“City”) and the contractor identified in the Contract (“Contractor”) may be referred to individually as “Party” or collectively as “Parties”.

2. **NOTICE TO PROCEED:** Contractor shall not commence performance until after the City has issued a Notice to Proceed.

3. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract and provide copies to City upon request.

4. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of the Contract.

5. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, the Contract is non-exclusive and the City reserves the right to contract with others for materials or services.

6. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

7. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.

8. **QUALITY:** Contractor warrants that all materials supplied under the Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials and will be safe and appropriate for use as normally used. The City’s inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.

9. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.

10. **MANUFACTURER’S WARRANTIES:** Contractor shall deliver all Manufacturer’s Warranties to the City upon the City’s acceptance of the materials.

11. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.

12. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.

13. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.

14. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor may not substitute nonconforming materials and/or services. Delivery of nonconforming materials and/or services, or a default of any nature, shall constitute a breach of the Contract as a whole.

15. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.

16. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens, other than the security interest held by Contractor, until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.

17. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

18. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number and dates when goods had been shipped or work performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.

19. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

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

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

21. FEDERAL EXCISE TAXES: The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.

22. FUEL CHARGES: Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by the City.

23. DISCOUNTS: If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by the City.

24. AMOUNTS DUE TO THE CITY: Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and charges owed to the City under the Contract.

25. OFAC: No payments may be made to any person in violation of Office of Foreign Assets Control regulations. 31 C.F.R. Part 501.

SERVICES

26. INDEPENDENT CONTRACTOR: Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.

27. CONTROL: Contractor shall be responsible for the control of the work.

28. WORK SITE: Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.

29. SAFEGUARDING PROPERTY: Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.

30. QUALITY: All work shall be of good quality and free of defects, performed in a diligent and professional manner.

31. ACCEPTANCE: If the City rejects Contractor's work due to noncompliance with the Contract, the City, after notifying Contractor in writing, may require Contractor to correct the

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

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

INSPECTION, RECORDS, ADMINISTRATION

33. RECORDS: The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five years after completion of the Contract.

34. RIGHT TO INSPECT BUSINESS: The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.

35. PUBLIC RECORDS: The Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law. A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.

36. CONTRACT ADMINISTRATION: Contractor will be required to participate in the City's contract administration process. Contractor will be closely monitored for Contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION

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

38. INTELLECTUAL PROPERTY INDEMNIFICATION: Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of the alleged infringement of any patent, trademark or copyright or other proprietary rights of any third-parties arising out of Contract performance

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

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

CONTRACT CHANGES

40. PRICE INCREASES: Except as expressly provided for in the Contract, no price increases will be approved.

41. COMPLETE AGREEMENT: The Contract is intended to be the complete and final agreement of the Parties.

42. AMENDMENTS: The Contract may be amended by written agreement of the Parties.

43. SEVERABILITY: If any term or provision of the Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted and the remainder of the Contract shall remain in full force and effect.

44. NO WAIVER: Both Parties have the right insist upon strict performance of the Contract, and the prior failure of a Party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.

45. ASSIGNMENT: Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. Any

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

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

EMPLOYEES AND SUBCONTRACTORS

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

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

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

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

DEFAULT AND TERMINATION

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

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

52. CITY REMEDIES: In the event of Contractor's default, the City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. The City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.

53. CONTRACTOR REMEDIES: In the event of the City's default, Contractor may pursue all remedies available at law, except as provided for herein.

54. TERMINATION FOR NONAPPROPRIATION OF FUNDS: The City may terminate all or a portion of the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.

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

56. TERMINATION DUE TO INSOLVENCY: If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate the Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.

57. PAYMENT UPON TERMINATION: Upon termination of the Contract, the City will pay Contractor for satisfactory performance up until the effective date of termination. The City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.

58. CANCELLATION FOR GRATUITIES: The City may cancel the Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with award or performance of the Contract.

59. CANCELLATION FOR CONFLICT OF INTEREST: Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

60. COOPERATIVE PURCHASE CONTRACTS: Presuming that Contractor agreed to such during the procurement process, Contractor will enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to sell materials and services to any member of a cooperative group under the same pricing, terms and conditions of the contract awarded to the Contractor by the public procurement unit, following a competitive procurement process.

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

62. NOTICES: All notices given pursuant to the Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other Party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be sent by email as a secondary form of notice.

63. THIRD PARTY BENEFICIARIES: The Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.

64. GOVERNING LAW: The Contract shall be construed in accordance with the laws of Arizona.

65. FORUM: In the event of litigation relating to the Contract, any action at law or in equity shall be filed in Coconino County, Arizona.

66. ATTORNEYS' FEES: If any action at law or in equity is necessary to enforce the terms of the Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees and expenses.

67. FORCE MAJUERE:

a. There may be events that occur during the term of the Contract that are beyond the control of both the City and Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God ("Events"). These Events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of the Contract.

b. There shall be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the Events and the City shall not pay additional costs incurred by Contractor as a result of such Events.

c. The Parties shall act in good faith to extend the Contract completion date without any penalty to Contractor and that the extension will be in an amount of time equal to any temporary delay. This provision of the Contract supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.

68. NO BOYCOTT OF ISRAEL: Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents ($100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.

69. CHANGES TO CONTRACT: The Contract shall not be modified within the first year after Contract award where: (a) an amendment may result in a competitive advantage that was not made available to other proposers/bidders; or (b) requests for changes may delay commencement of performance.

70. FORCED LABOR OF ETHNIC UYGHURS: If Contractor engages in for-profit activity and has ten (10) or more employees, pursuant to A.R.S. §35-394, the Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware during the term of the contract that the company is not in compliance with the written certification, the Contractor shall notify the City within five (5) business days after becoming aware of the noncompliance. If the Contractor does not provide the City with a written certification that the Contractor has remedied the noncompliance within 180 days after notifying the City of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminations on the Contract termination date.

EXHIBIT C

AVIATION INSURANCE REQUIREMENTS

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

1. IN GENERAL: Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with the Contract by Contractor, its agents, representatives, employees, and/or subcontractors.

2. REQUIREMENT TO PROCURE AND MAINTAIN: Each insurance policy required by the Contract shall be in effect at, or before, commencement of work under the Contract and shall remain in effect until all of Contractor's obligations under the Contract have been met, including any warranty periods. Contractor's failure to maintain the insurance policies as required by the Contract, or to provide timely evidence of renewal, will be considered a material breach of the Contract.

3. MINIMUM SCOPE AND LIMITS OF INSURANCE: The following insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City does not represent or warrant that the minimum limits set forth in the Contract are sufficient to protect Contractor from liabilities that might arise out of the Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

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

a. Commercial General Liability - Occurrence Form

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

b. Aviation Liability $2,000,000

c. Automobile Liability

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

d. Workers' Compensation and Employer's Liability

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

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, Automobile Liability, and Aviation 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.

4th of July Drone Show



TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

2025 Recap





- Open Sky Productions, LLC.
- $95,000.00
- 300 drones
- 23-minute show

- Launched from Coconino High School
- Show visible from Sunnyside, Buffalo Park, and McMillan Mesa
- AAR performed and identified changes

2026 Drone Show



- Launch from Foxglenn Park
- Partner with FUSD on parking
- Partner with Mountain Line on extended service
- Additional activation on-site leading up to launch

Contract Details

OPEN SKY
DRONE LIGHT SHOWS



- Open Sky Productions, LLC.
- 400 drones
- 20–25-minute show
- $122,500.00
- Multi-Year agreement

Contract Details

Option 1



Option 2



4th of July Drone Show

Questions?

Thank you.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Rick Tadder, Management Services Director

Co-Submitter: Heidi Derryberry, Budget Director

Date: 01/15/2026

Meeting Date: 01/20/2026

TITLE:
Consideration and Adoption of the Citywide Cost Recovery Policy

STAFF RECOMMENDED ACTION:

Approve the Citywide Cost Recovery Policy

Executive Summary:
The Citywide Cost Recovery Policy establishes a comprehensive framework for setting, reviewing, and managing user fees and rates for services provided by the City of Flagstaff. The policy ensures fairness, transparency, and sustainability in cost recovery while maintaining accessibility to essential services. It introduces clear guidelines for determining cost recovery levels based on community versus individual benefit, periodic fee reviews, and reporting requirements. Adoption of this policy will standardize practices across all divisions, improve financial accountability, and align fee structures with actual service costs.

Financial Impact:
There is no financial impact to adopting the plan. By implementing the plan, the city will see additional revenues from services provided.

Policy Impact:
By adopting the Citywide Cost Recovery Plan, it will set forth the policy for adopting changes to user fees and rates by City Council.

Previous Council Decision or Community Discussion:
On September 26, 2023, city staff and our consultant, MGT Consulting, presented a high-level overview of what goes into a cost recovery policy.

Options and Alternatives to Recommended Action:

- Approve the Citywide Cost Recovery Plan as submitted
- Amend and approve the Citywide Cost Recovery Plan
- Do not approve the Citywide Cost Recovery Plan

Background and History:
The purpose of this policy is to provide consistent guidelines for establishing and managing user fees. It addresses the need for equitable cost recovery, ensuring that those who benefit most from City services contribute proportionately to their costs. The policy also supports transparency and stakeholder engagement in fee-setting processes.

The Citywide Cost Recovery Plan provides staff with the key framework to develop, analyze, and propose rates and fees adjustments to City Council for consideration. This plan covers the following components of cost recovery:

- Cost Recovery Levels: Defines cost recovery levels based on benefit classification (Community, Individual, or Mixed Benefit). Establishes factors influencing fee levels, including affordability and market comparisons. Proposed cost recovery levels are identified in Appendix A of the plan.
- Periodic Reviews: Setting forth a plan to complete a periodic review helps assure rates and fees are within the cost recovery expectations and sets forth a schedule to reduce or increase rates and fees based on current services provided. The rates and fees review schedule is set on a 5-year plan and can be found in Appendix B of the plan.
- Data Analysis
- Rates and Fees Oversight

Connection to PBB Priorities and Objectives:
High Performing Governance: Maintain the organization's fiscal stability through strong financial policies and best practices

Connection to Regional Plan:
None

Connection to Carbon Neutrality Plan:
None

Connection to 10-Year Housing Plan:
None

Attachments: Citywide Cost Recovery Policy
Presentation



CITYWIDE COST RECOVERY POLICY

CITY OF FLAGSTAFF

MANAGEMENT SERVICES DIVISION

BUDGET SECTION

Council Adopted - January 6, 2026

I. Purpose

The purpose of this policy is to establish guidelines for the establishment and management of user rates, fees and charges for goods and services provided by the City of Flagstaff (City). This policy aims to ensure fairness, transparency, and sustainability in the collection and utilization of user fees while maintaining accessibility to essential services.

The objectives of this policy are:

- To generate revenue to cover the costs associated with providing goods and services.
- To ensure that user fees are reasonable and consistent with the cost-of-service delivery.
- To promote transparency in the establishment, revision, and collection of user fees.
- To regularly review and adjust user fees as necessary to reflect changing costs and financial conditions.
- To effectively communicate user fee information to stakeholders.

II. Definitions

Community Benefit: Services the City offers that provide all users with the same level of opportunity to access the service. The level of benefit is the same for all users.

Cost Allocation: The process of charging costs to a City division or section that receives the benefit of the goods or services provided from another City division or section, such as information technology or human resources.

Direct Costs: Costs which can be traced to the production of specific goods or services. These costs include labor (salaries and fringe benefits) and identifiable materials.

Enterprise Fund: An enterprise fund is used by the City to account for and manage specific business-like activities or services that are intended to be self-sustaining financially. Examples of activities accounted for by the City in an enterprise fund include Water Services, Solid Waste, and the Airport.

Indirect Costs: Costs that have been incurred for common purposes and cannot be readily identified with a particular service or activity. These costs include division costs not identified as a direct cost and can be incoming costs from central divisions, such as Information Technology, Finance, and Human Resources, determined through the cost allocation plan.

Individual Benefit Services: Services where the user primarily benefits. Enterprise funds are mostly categorized in this level.

Individual and Public Benefit Services: Services where the user receives a higher level of benefit than the general taxpayer. The taxpayer benefits because the service provides a more livable community.

Special Revenue Fund: A special revenue fund is used by the City to account for and report the proceeds of specific revenue sources that are legally restricted or committed to a particular purpose. The City's special revenue funds include funds such as library, BBB, street construction and maintenance and transportation-related improvements for the 4th Street and Lone Tree Overpasses.

Total Costs: The addition of direct costs and allocated indirect costs.

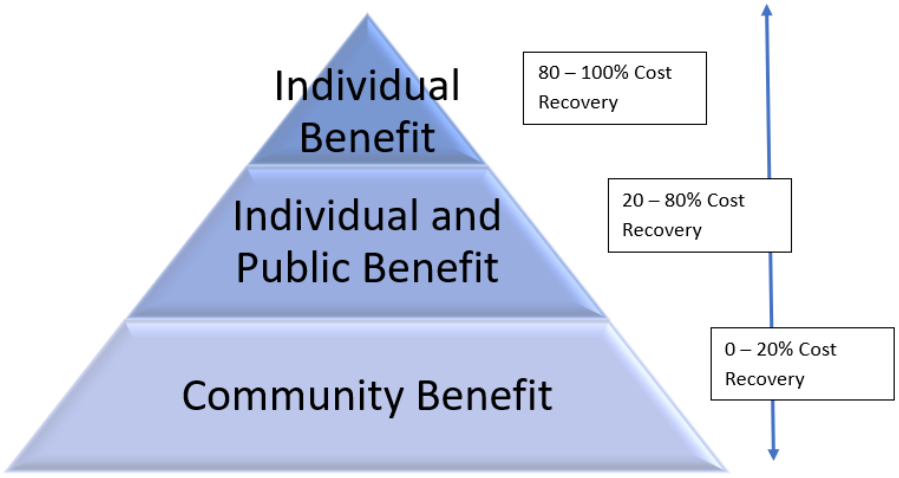
Users: An individual, group, or business utilizing city services.

User Fee: A charge or fee imposed on individuals, organizations, and other entities for using a specific service, facility, or resource provided by the City.

III. Establishment of Cost Recovery Rates

Calculating the true cost of providing services is a critical step in the process of establishing user fees and corresponding cost recovery levels. Although it is an important factor, other factors must also be given consideration. Decision makers must consider the effects that establishing fees for services will have on the individuals utilizing those services, as well as the Flagstaff community. The following economic and policy issues should be considered:

- The level of user fee cost recovery should take into consideration the amount of community-wide versus individual benefit for each program or service. The chart below provides a classification method for determining the community benefit versus individual benefit of each program. Generally, as the classification moves up the pyramid, the greater the cost recovery through user fees.



- It may be a desired policy to establish fees at an affordable level to allow broad access to the services.
- While the City has sole responsibility for certain services within its boundaries, such as development-related services, other services, such as facility rental, are also provided by other communities or the private sector.

In establishing a cost recovery policy, all the above points must be considered as well as the following:

- Factors Favoring Lower Cost Recovery Levels (Community Benefit)
  - There is no intended relationship between the amount paid and the benefit received, or no intent to limit the use of the service.
  - There is an intention to drive more community utilization.
  - Collecting fees is not cost-effective or will notably impact the efficiency of delivering the service.

    - The service is non-recurring, generally performed on a peak demand or emergency basis, cannot be reasonably planned for on an individual basis, and is not readily available from an alternate public sector source. For example, the fee related to reestablishing water service after disconnection related to non-payment.
    - Collecting fees would adversely affect compliance with regulatory permits that City staff could not easily monitor. Many small-scale licenses and permits fall into this category. For example, fees for site plan reviews to help ensure that the developers comply with applicable regulations limiting risks to the community.
- Factors Favoring Highest Cost Recovery Levels (Individual Benefit)
    - The service is similar to services provided by the private sector, such as facility rentals.
    - Other private or public sector options could or do exist for the distribution of the service.
    - For equity or demand management purposes, there is a direct correlation between the amount paid and the level and cost of the service received.
    - The use of the service is specifically discouraged, such as false alarms.
    - The service is regulatory in nature and voluntary compliance is not expected, such as building development permits and plan reviews.
    - The fee is for a service provided by an enterprise fund and the fee is intended to sustain and support the enterprise fund's activities.
- Factors Favoring Medium Cost Recovery Levels (Individual and Community Benefit)
    - The services provided are critical to the well-being of the community.
    - The service contributes to the public good or addresses a specific community need. For example, classes provided at the Aquaplex.
    - The services provide benefits to families or individuals for health and safety benefits.

A listing of all City fees and the percentage of costs the fees are intended to recover is included in this policy as Appendix A.

IV. Periodic Reviews of User Fees

Periodic reviews of user fees help ensure transparency, equitability in fee structures, and sustainability of city services. Specifically, periodic reviews help ensure that fees are adequate for cost recovery, distributed fairly among users, and promote transparency by allowing stakeholders to understand how user fees are determined and used.

Reviews should be conducted every 5 years beginning with the year identified in Appendix B. However, changes in the cost structure such as 1) moving a fee and the related expenditures into or out of an enterprise fund, 2) significant increases or decreases in related costs, or 3) significant changes in demand may require a more immediate fee review. Additionally, the Division could determine that a review should be conducted at a different point in time. Factors that should be considered in when a review may be needed include changes in the City's cost structure, inflation, and feedback from users and stakeholders. The Division will present their determination to the Budget Section for consideration. After review, the request will be shared with the City Manager's Office to determine if we move forward with a fee review outside the schedule.

Annually, the Budget Section will send a reminder to the applicable Divisions of the user fees that are planned for review for their area. Division staff will be responsible for reviewing the existing fees charged as well as bringing forward potential new fees to be developed. Budget staff will work with applicable Division staff to set expectations such as: schedules, timely responses for request of information, timely review of reports, level of effort required, responsible staff members and leads, Council adoption and implementation. Budget staff will also meet with Division staff for determining if an external contractor is needed to conduct the user fee review. The non-General Fund fee review the costs are the responsibility of the Fund/Division. In determining whether the user fee review should be outsourced, we should consider the complexity of the cost structure for the fees to be reviewed, such as the number of staff working in whole or in part on the activities related to the user fee and the number of facilities or locations where the service is provided; the availability of staff to conduct the user fee analyses; and staff expertise in conducting the analyses.

The Division, along with the Budget Section, should determine whether the proposed fee changes should include a staggered implementation to reach the cost recovery level, or an incremental fee increase to account for inflation. Each Division should review its fees and propose adjustments to ensure that the established fees meet the target cost recovery rates.

As a guide to completing fee reviews, this would be based on expected level of effort and time to complete the evaluation.

- Low effort, community involvement, short completion: 6-9 months
- Moderate effort, community involvement, medium length of completion: 9-12 months

- High effort, with extensive community involvement, long length of completion: 12-18 months

An administrative review of the Fee Schedule found in Appendix B, should be reviewed every 3-4 years by the Budget Section to assure we are completing timely reviews and adjusting based on current organization needs. The review and revisions will be discussed with the Leadership and City Manager's Office for consideration. A new fee schedule may be adopted administratively based on this information.

V. Data Elements for a Cost Analysis

When certain fees are being considered for review, there are several data elements the Divisions should be aware of and be able to provide as part of the review. Compiling the data and data accuracy for the review will be the responsibility of the Division staff. An example of a form to utilized for the fee analysis can be found in Appendix C – Cost Analysis Form.

- Activity Data. The Division should be able to compile the activity information for each fee, using actual data from the most recently completed fiscal year. If necessary, the Division should make appropriate adjustments to actual data for planned increases or decreases in the services provided.
- Cost Data. The cost data to be utilized in the review should be obtained from the most recently adopted budget. After the budget is finalized, the Division or Section should work with the Budget Section to obtain budgeted expenditures and the indirect cost rate that should be applied to the direct costs.

VI. Fee Establishment, Revisions, Collections, and Reporting

Equity

This policy supports equity and fairness as it requires those who personally benefit from a program or service, above what the general taxpayer receives, to pay for that benefit. The type of service and benefit received will directly determine the cost recovery level or pricing strategy to be used for the pricing of the services and products.

Additions, Revisions, and Eliminations of User Fees Outside of Schedule

Any proposal outside of the schedule to add, revise, or eliminate user fees must be submitted in writing to the Budget Section for evaluation and include a justification for the adjustments. The Budget Section will confer with the division to evaluate the ability to bring a fee adjustment forward outside the exiting rotation of user fee reviews. The Division and Budget Section will present the request to the City Manager's Office for final approval. Once the Division and Budget Section have settled upon a proposed fee, the fee adoption will need to follow state requirement including the 60-notification, see Appendix D – Example Timeline for 60 Day Notice Process and Fee Adoption.

Fee Collection and Enforcement

Division in coordination with Management Services will establish clear procedures for the collection of user fees, including methods of payment, and deadlines as well as the processes related to non-payment.

Reporting and Accountability

Management Services will provide periodic reports to the Divisions showing revenues from user fees and division expenditures. Divisions are responsible for reviewing their revenue reports to assure fees are properly being collected and reported and should report discrepancies to Management Services. Management Services will provide training on what to look for and how to understand the reports.

Citywide Cost Recovery Plan Adoption and Updates

The Citywide Cost Recovery Plan is adopted by City Council. Clerical and minor amendments including adding or deleting fees from Schedule A or amendments to the Fee Review Schedule provided in Appendix B may be updated by the Management Services Director after review by the City Manager or designee. Material changes will be brought forward to be adopted by City Council.

Appendix A
Cost Recovery for User Fees, Rates and Charges

Section	User Fees, Rates and Charges		Target Cost Recovery / Benefit Level
City Attorney			
Prosecution	• Police Videos		80% to 100% Individual
City Engineering			
Engineering	• Engineering As-Builts • Grading and Drainage Field Inspection • Grading, Drainage, Paving Plan Review	• Materials Testing Fee • Offsite Permits	80% to 100% Individual
Communication and Civic Engagement			
Community and Civic Engagement	• Liquor Licenses • Off-Track Betting/Bingo • Partner Registry	• Public Records Copy Request • Sexually Oriented Businesses	80% to 100% Individual
Planning and Development Services			
Planning and Development Services	• Annexations • Building Permits • Conditional Use Permit • Development Agreement – Major • General Plan Amendment	• Sidewalk Encroachment License • Subdivision Plat • Sign Permits • Temporary Use Permit • Zoning Variance	80% to 100% Individual
Planning and Development Services	• Appeals • Continuance • Development Agreement - Minor • Heritage Preservation Review • Minor Improvements Pemit	• Site Plan Review • Subdivision – Lot Split/ Adjustments • Planning Fees, Development • Outdoor lighting • Zoning Map Amendment	20% to 80%
Planning and Development Services	• Variance		0% to 20%

Section	User Fees, Rates and Charges		Target Cost Recovery / Benefit Level
Economic Vitality			
Parking-ParkFlag	• Parking Fees		80% to 100% Individual
Airport	• Fuel Flowage Fees • Ground Transportation • Landing Fees • Pay to Park Sales	• Permits • Rental Car Agencies • Rental Fees	80% to 100% Individual
Fire			
Community Risk Reduction	• Construction Fees • Operational Permits	• Event Fees • Fire Protection Contracts	80% to 100% Individual
Watershed Protection	• Water Resource & Infrastructure Protection Fee		80% to 100% Individual
Management Services			
Revenue	• Business Licenses • City Privilege Tax License	• Short Term Rental Licenses	80% to 100% Individual
Municipal Court			
Municipal Court	• Boot Fee	• Parking Fine	80% to 100% Individual
Parks, Recreation, Open Space and Events (PROSE)			
Parks	• Cemetery Fees • Cemetery Lot Charges	• Opening and Closing Charges • Perpetual Care	80% to 100% Individual
Recreation and Events	• Adult Sports • Equipment Rentals • Special Event Rental and Permit • Ramada Rentals	• Athletics Rentals • Indoor Rentals – Aquaplex • Memberships – Aquaplex • Skate Sharpening/ Maintenance	20% to 80% Individual/ Public
Recreation and Events	• Youth Sports • Admissions/Day Pass • Memberships (Non-Aquaplex)	• Indoor Rental (Non-Aquaplex) • Application Fees	Up to 20% Public

Section	User Fees, Rates and Charges		Target Cost Recovery / Benefit Level
Police			
Operations	• Background Checks • Car Impound Fee • Fingerprinting Fees	• Pawn Fees • Police Reports • Police Video	80% to 100% Individual
Operations	• Police Alarm Permit	• Rabies Shot Fees	20% to 80% Individual/ Public
Operations	• Bicycle Licenses		Up to 20% Public
Public Works			
Facility Maintenance	• Facility Rentals-Non-Recreation		80% to 100% Individual
Solid Waste - Collections	• Bin Sales-Taxable • Commercial Recycling • County Commercial Recycling • County Commercial Refuse • County Hoist & Haul Recycling	• County Hoist & Haul Refuse • Curbside Glass Collection • Hoist & Haul • Recycling Revenue • Refuse Charges	80% to 100% Individual
Solid Waste - Landfill	• Contracted Hauling • Contracted Revenue • County Landfill MR Fees • Dumping Fees • Freon Extraction Charge	• Inert Materials Dump • Hazardous Waste • Miscellaneous • White Goods/Metals	80% to 100% Individual
Street Construction	• Offsite Permit		80% to 100% Individual
Sustainability			
Sustainability	• Environmental Service Fee		80% to 100% Individual

Section	User Fees, Rates and Charges		Target Cost Recovery / Benefit Level
Water Services			
Reclaimed Water	• Reclaim Base • Reclaim Water Base	• Reclaim Water Sales	80% to 100% Individual
Regulatory Compliance	• Restriction Permits	• Sewer Fines - Industrial	80% to 100% Individual
Wastewater Treatment-Wildcat	• Impact Model – Sewer • Liquid Waste • Sewer Buy-ins • Sewer Connection Fees	• Industrial Waste Discharge • Service Charges • Other Services	80% to 100% Individual
Water Production	• Distribution System Connection • Fire Protection – Utilities • Impact Model – Water • Red Gap Ranch Grazing Lease • Restriction Permits • Restriction Surcharges	• Service Charges • Water Base Charges • Water Buy-ins • Water Energy Surcharge • Water Meter Installations • Water Sales	80% to 100% Individual

Appendix B
Fee Review Schedule (*)

Calendar Year/Division	Area of Review	Level of Effort	Year of Last Review with a Change
CY 2026			
Sustainability	All Rates and Fees	Moderate	2007
Communications and Civic Engagement	All Rates and Fees	Low	2007
Economic Vitality	Airport	Moderate	2011
Parks, Recreation, Open Space and Events	All Rates and Fees	High	2014
CY 2027			
Public Works	Solid Waste	High	2018
City Engineering	All Rates and Fees	Moderate	2017
Planning and Development	All Rates and Fees	Moderate	2017
Public Works	Streets	Low	2018
Economic Vitality	Library and BBB Funds	Low	2010
CY 2028			
Fire	Community Risk Reduction	Moderate	2017
Fire	Watershed Protection	Moderate	2020
Public Works	Facilities and Fleet	Low	2018
Police	All Rates and Fees	Moderate	2008
Municipal Court	All Rates and Fees	Low	2014
City Attorney	All Rates and Fees	Low	2015
CY 2029			
Management Services	All Rates and Fees	Low	2018
Water Services	Stormwater	High	2023
Water Services	Water	High	2024
CY 2030			
Water Services	Wastewater	High	2024
Water Services	Reclaimed Water	High	2024
Economic Vitality	ParkFlag	Low	2025

(*) Fee schedule subject to review every 5 years.

Appendix C
Example Cost Analysis Form

Division: _____
Section: _____
User Fee: _____

ACTIVITY DATA

Description of Activity Measured: (e.g., licenses issued, number of rentals, etc.)	
Actual Activity for the Prior Fiscal Year	
+/- Projected Increases/Decreases	
= Activity Used to Calculate User Fee	

COST DATA

Salaries and Benefits:

Position Title	Number of FTEs	Annual Salary Plus Benefits	Percent of Time Spent on (*User Fee*) Activity	Salary Costs for Activity
Total Salary and Benefit Charges				$

Direct Expenses:

Add any supplies, contracts, etc. that are directly related to the user fee activity.

Description	Fiscal Year Expenditure/ Expense Total
Printing Expenses	
Contract	
xxx	
Total Direct Expenses	$

Division Overhead:

Represents a proportionate share of the Division's overhead costs. These are costs that would not be included in the City's Indirect Cost rate but relate to the activity associated with the user fee. This would include the Division Director's salary and the salaries of any support staff and expenses that are not

directly related to any of the Sections within Division. Accumulate these costs and then allocate to each activity based on an equitable distribution basis, such as the number of FTEs in each Section or subsection.

Section Overhead:

If the user fee activity, represents only a portion of a Section, you would also need to include a proportionate share of Section overhead. The costs would be similar to Division-level costs and include the Section Head's salary and related expenses. These costs would be allocated to each activity based on an equitable distribution basis, such as the number of FTEs for each activity.

City Overhead:

Obtain the City's indirect cost rate from the Budget Section. Multiply the indirect cost rate by the total expenditures, including the allocated share of Division and Section overhead. The total expenditures used for the indirect cost rate calculation should exclude equipment, capital expenditures, and the portion of any subawards in excess of $25,000.

CALCULATE TOTAL COSTS:

Direct Salaries and Benefits	
Direct Expenses	
Allocated Division Overhead	
Allocated Section Overhead	
Department Indirect Costs	
Total Costs	

COST PER ACTIVITY AND CALCULATED FEE

CALCULATE THE PER ACTIVITY COST:

Total Costs Divided by Number of Activity Occurrences during the fiscal year (e.g., licenses issued, rentals, etc.)

Total Costs	
Number of Activity Occurrences	
Per Activity Cost	

CALCULATE THE USER FEE:

Per Activity Cost x Target Cost Recovery Rate from Appendix A

Per Activity Cost	
Target Cost Recovery Rate	
Calculated User Fee	

Appendix D

Example Timeline for 60 Day Notice Process and Fee Adoption

Meeting or Due Date	Action	Notes
TBD	Develop Timeline	
TBD	Develop Fee Review	
TBD	Community Outreach	
8/20/2024	Staff Summary Due - Notice of Intent	Water Service Only
8/27/2024	CM-Preliminary Agenda Review	Water Service Only
9/3/2024	CM-Notice of Intent (1st or 3rd Tuesday)	Water Service Only
9/6/2024	Fee Analysis Report Completed	
9/13/2024	60 Day Public Notice	
TBD	Commission Presentation Completed	
TBD	Commission Meeting	If associated with a commission
10/13/2024	Newspaper Notice	Water Service Only
TBD	Community Outreach	
10/25/2024	Presentation Due	
10/29/2024	Staff Summary Due - 1st Read	
11/5/2024	CM-Preliminary Agenda Review	
11/12/2024	CM-Public Hearing, Ordinance 1st Read	
11/13/2024	Updates to Staff Summary Due	
11/19/2024	CM-Preliminary Agenda Review	
11/26/2024	CM-Public Hearing, Ordinance 2nd Read	
12/26/2024	Fee Effective (Min. 30 days after adoption)	

Fee Adoption effective date takes about 16 to 19 weeks to complete after rate analysis/report is completed.



Citywide Cost Recovery Policy

January 2026

CITY OF FLAGSTAFF · ARIZONA · ESTABLISHED 1882

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Citywide Cost Recovery Policy

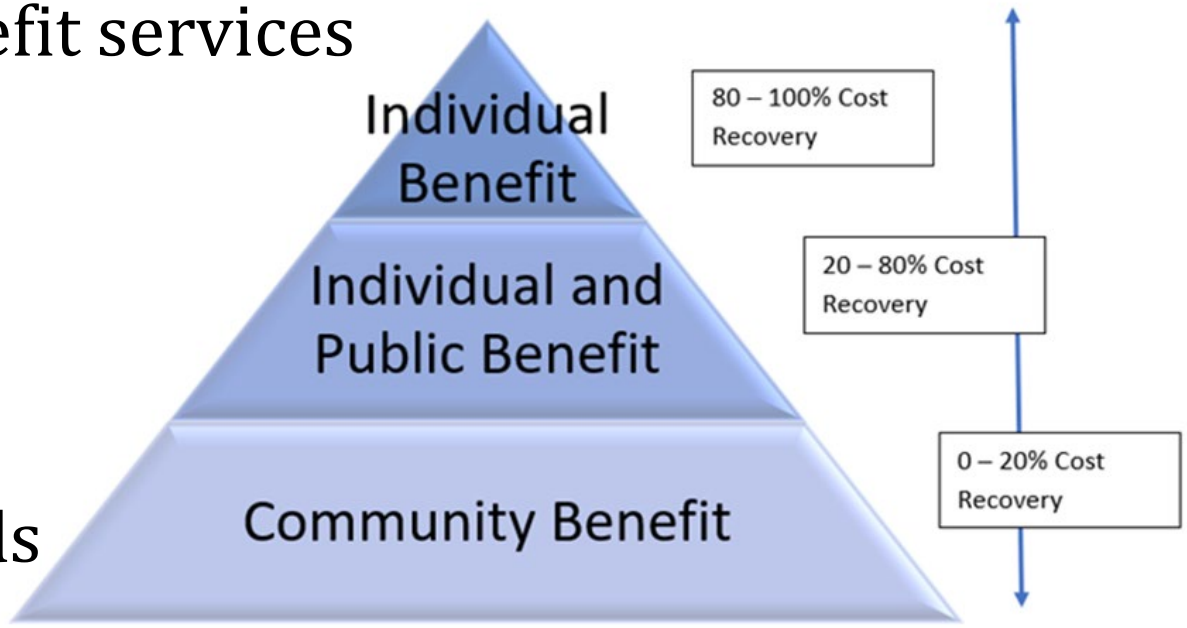
Purpose and Objectives

- Generate revenue to cover service costs
- Ensure user fees are reasonable and consistent
- Promote transparency and regular reviews
- Communicate fee information effectively

Citywide Cost Recovery Policy

Cost Recovery Framework

- Framework
  - Classification pyramid: Community vs. Individual benefit
  - Higher recovery for individual benefit services
  - Lower recovery for community benefit services
- Factors for recovery levels
  - Affordability and access
  - Market comparisons
  - Cost effective for collecting
  - Community use and regulatory needs



Citywide Cost Recovery Policy

Periodic Reviews

- Proposing scheduled annual reviews of user fees
- Delays in frequent reviews create higher increases
- Comprehensive reviews every 5 years
- Administrative reviews every 3–4 years
- Off-cycle reviews for significant changes
- Level of effort effects evaluation and adoption timelines

Citywide Cost Recovery Policy

Data Elements for Cost Analysis

- Activity data
- Cost data

Fee Establishment and Reporting

- Equitable
- Process for revisions outside 5-year cycle
- Fee collection
- Periodic reporting and accountability

Citywide Cost Recovery Policy

Cost Recovery Schedule

- Reviewed exiting list of user fees
- Divisions provided where user fees fall in the cost pyramid
- Final review with Leadership Team
- As we review, fees could change or add new fees for consideration

Appendix A
Cost Recovery for User Fees, Rates and Charges

Section	User Fees, Rates and Charges		Target Cost Recovery / Benefit Level
	City Attorney		
Prosecution	• Police Videos		80% to 100% Individual
	City Engineering		
Engineering	• Engineering As-Builts • Grading and Drainage Field Inspection • Grading, Drainage, Paving Plan Review	• Materials Testing Fee • Offsite Permits	80% to 100% Individual
	Communication and Civic Engagement		
Community and Civic Engagement	• Liquor Licenses • Off-Track Betting/Bingo • Partner Registry	• Public Records Copy Request • Sexually Oriented Businesses	80% to 100% Individual
	Planning and Development Services		
Planning and Development Services	• Annexations • Building Permits • Conditional Use Permit • Development Agreement – Major • General Plan Amendment	• Sidewalk Encroachment License • Subdivision Plat • Sign Permits • Temporary Use Permit • Zoning Variance	80% to 100% Individual
Planning and Development Services	• Appeals • Continuance • Development Agreement - Minor • Heritage Preservation Review • Minor Improvements Pemit	• Site Plan Review • Subdivision – Lot Split/ Adjustments • Planning Fees, Development • Outdoor lighting • Zoning Map Amendment	20% to 80%
Planning and Development Services	• Variance		0% to 20%

Citywide Cost Recovery Policy

Fee Review Schedule

- Addressing user fees unchanged 10+ years
- Mixture of low, moderate, and high effort
- Goal to complete this calendar year

Appendix B
Fee Review Schedule (*)

Calendar Year/Division	Area of Review	Level of Effort	Year of Last Review with a Change
CY 2026			
Sustainability	All Rates and Fees	Moderate	2007
Communications and Civic Engagement	All Rates and Fees	Low	2007
Economic Vitality	Airport	Moderate	2011
Parks, Recreation, Open Space and Events	All Rates and Fees	High	2014

Citywide Cost Recovery Policy

January 2026

- **Questions and Comments**
- **Council Approval of the Policy**

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Tiffany Antol, Zoning Code Manager

Date: 01/15/2026

Meeting Date: 01/20/2026

TITLE:

Consideration and Adoption of Resolution No. 2026-03 and Ordinance No. 2026-01: 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-23-00134 - Sign Standards" and an Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code.

STAFF RECOMMENDED ACTION:

At the January 20, 2026, Council Meeting:
1. Read Resolution No. 2026-03 by title only for the first time
2. City Clerk reads Resolution No. 2026-03 by title only (if approved above)
3. Read Ordinance No. 2026-01 by title only for the first time
4. City Clerk reads Ordinance No. 2026-01 by title only (if approved above)

At the February 3, 2026, Council Meeting:
1. Adopt Resolution No. 2026-03
2. Read Ordinance No. 2026-01 by title only for the final time
3. City Clerk reads Ordinance No. 2026-01 by title only (if approved above)
4. Adopt Ordinance No. 2026-01

Executive Summary:

The proposed amendment includes multiple changes to the Zoning Code. New provisions are being added, some sections have been reorganized, and several existing regulations are being deleted or modified. The most significant of the modifications include:

- Clarifying the Design Handbook for Downtown is not meant as a regulatory document, any specific regulations from that handbook have been placed into code;
- Significantly reducing the amount of minor stipulations required for specific sign types;
- Correcting a typo that was allowing for extra signage for businesses with secondary frontage;
- A general clean-up of repetitive language and simplification of standards.

The Planning & Zoning Commission recommended that the City Council approved this Zoning Code Text Amendment by a vote of 5-0.

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 Resolution or Ordinance.

Options and Alternatives to Recommended Action:
The City Council may adopt, modify, or deny the proposed Zoning Code Text Amendment.

Background and History:
The proposed amendment includes:
Purpose (Section 10-50.100.010):

- Condensed repetitive and/or unnecessary language into one paragraph.

Compliance with the Zoning Code and Permit Requirements (Section 10-50.100.020):

- Created new section to align with Outdoor Lighting Standards section organization.
- Combined information from old Applicability and Sign Permit sections of the code and placed near the top of the Division.

Applicability (10-50.100.030):

-
  - Condensed language and removed a table which had a summary of incentives that are found in other areas of code or that were removed entirely.

General Restrictions and Requirements for All Signs (10-50.100.040):

- Condensed "Location Restrictions" and made language more concise and removed unnecessary restrictions.
- "100-50.100.040.B.5" identifies a prohibition on commercial signage placed on vehicles and parked on site operating as a sign. This was relocated from a later section of the code.
- Condensed "Display Restrictions" to be more concise.
- "Sign Measurement Criteria" was updated with more concise language throughout and the removal of unnecessary items and/or items that are difficult to quantify.
- Any graphic with a large black "X" on top is to be removed in the updated draft. Most images were updated but a few were removed due to redundancy.
- Simulated LED neon is now allowed and will be regulated by the same language that currently regulates neon signage.
- "Sign Maintenance" was moved to Section 10-50.100.020.

Permanent Signs (10-50.100.050)

- Removed unnecessary introductory language.
- Substantive Changes made to Table 10-50.100.050.A
  - Footnote 1 was removed as it was redundant based on column heading.
  - Footnote 5 was removed for a similar reason as Footnote 1.
  - Multifamily Development Building Mounted Signage was updated to a maximum height of 24 feet and a maximum area of 16 square feet. The previous allowances, 4 feet and 2 square feet, made signage for these buildings effectively impossible. The intent is not to allow large signage for multi-family development but to allow for a slightly larger sign in line with the freestanding sign standards.
  - Footnotes have been changed to account for changes in deleted footnotes.
  - Master Planned Communities, Subdivisions, and Manufactured Home Parks have been grouped together.
  - Maximum area for "Nonresidential use in a Commercial or Industrial Zone" was corrected for a typo that was allowing double the square footage for secondary frontages when the intention was to allow half a square foot per linear foot.
  - Multi-tenant freestanding signs in a commercial zone was upped in order to provide slightly more signage for a multi-tenant site.
  - A Mixed-Use Development section was added to the table to break up signage between the residential and commercial components of these developments.
- Standards for Specific Sign Types

    - Originally, each sign type had its own table and set of standards. There is now one table which groups standards that apply to all sign types. That table is followed by a few specific regulations per sign type.
    - Awning and Canopy Signs were initially two separate sets of standards, those standards have now been combined.
    - Width of building mounted sign types was initially 60% the width of the building element on which they are placed, this has been changed to 80%.
    - Service Island Canopy Signs are now identified as part of Building Mounted Sign standards as opposed to having their own set of standards.
    - Multiple standards for building mounted signs have been removed entirely.
    - Standards for Changeable Copy, Driveway, and Directory Signs have been reduced into one or two standards for each sign type.
    - Freestanding sign standards have either been moved to Table 10-50.100.050.A or removed entirely as they were unnecessary, redundant, or difficult to enforce.
        - Sign base width requirements have been removed.
        - Landscaping requirements for freestanding signs have been removed. Landscaping for all new developments is required so most new development freestanding signs will have landscaping. New regulation has been added which is that the area around the freestanding sign must be clear of weeds and debris.
- Standards for Interpretive Signs have been removed as that sign type is usually located at parks, trails, or other natural/historical features which are not readable from the right of way and therefore not governed by the sign code.
- Standards for landscape wall signs have been removed as that sign type will now be governed by freestanding sign regulations.
- Projecting and Suspended signs have been grouped into the same set of regulations.
- Roof-mounted sign standards have been simplified to be more concise and allow for more of the roof rea to be covered (previously the height of the sign could only be on the lower 1/3 of the roof and the new regulations stipulate that it cannot project above the roof peak).
- Window signage regulations have been significantly reduced. They have always been included in the total allowed building mounted signage allowance which regulates window signs to a high degree as most businesses use their building mounted signage allowance in their other signage.

Comprehensive Sign Programs (10-50.100.060)

- Removed language that required Comprehensive Sign Programs for all multi-family and nonresidential uses, which has not been followed for any developments in town.
- Removed unnecessary language to make the section more concise.
- Changed language which allows minor modifications to approved Comprehensive Sign Plans without having to pay the Comprehensive Sign Plan fee and instead can be handled through a sign permit fee (difference of approximately $1,800 vs. $90).
- Removed a reference to "findings" in the submittal requirements as there have never been any findings for a sign plan.

Sign Design Incentives (10-50.100.070)

- Condensed language to make it more concise.
- All incentives remain, however incentives that apply directly to freestanding signs no longer give bonuses to building mounted signs on the site.
- Cumulative Adjustments table removed as it was redundant.

Portable and/or Temporary Signs (10-50.100.080)

- As earlier in the code, standards for all temporary sign types have been placed into one table to aid in comprehension.
- The rest of the code changes are to clean up various numbers, letters, and references.

Sign Districts of Special Designation (10-50.100.090):

- Any item that referenced "exceptional design" has been removed to eliminate subjectivity. New

standards are more objective which allows for uniformity in how it is administered.
- Standards for each sign type have been condensed into one table with a few standards for each sign type following the table, as in other parts of the updated code. Since this is another level of review beyond the standard regulations in the sign code, any regulations that have not changed for the Flagstaff Central Sign District are governed by the earlier sections of code.
- Downtown Overlay Zone

- There were various iterations of this zone's name, it has now just been cleared up and is only referred to as the Downtown Overlay Zone.
- Initially, this section referenced an document from the 90s called the Design Handbook for Downtown Flagstaff. Applicable standards have been included directly into the text of the sign code and a reference to the document has been removed. It is now made clear that the Design Handbook for Downtown Flagstaff is used for clarification purposes only.

- Flagstaff Auto Park District, Mall, and West University Entrance Drive

    - These sections remain unchanged except for changing some table and image number references to keep everything in sequential order based on changes earlier in the code.

Definitions "S" (10-80.20.190):

- Sign definition has been modified.
- Every single sign type had its own definition, most of these were removed as they are dictionary definitions and have no specific relation to the sign code.

A Zoning Code Text Amendment shall be evaluated based on the following findings:

A. Finding #1: The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan;
The amendment's primary purpose is to simplify and condense standards within the sign code. There are no specific goals and policies that reference sign standards. This text amendment does not drastically change the standards found in code but rather simplifies the language to help ensure consistent regulation.

B. Finding #2: The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City;
The amendment provisions are not anticipated to be detrimental to the public interest, health, safety, convenience, or welfare of the City. The proposed provision is intended to simplify existing sign standards.

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 and equitable code compliance, and development is compatible with community values.

Connection to Regional Plan:
The amendment's primary purpose is to simplify and condense standards within the sign code. There are no specific goals and policies that reference sign standards. This text amendment does not drastically change the standards found in code but rather simplifies the language to help ensure consistent regulation.

Connection to Carbon Neutrality Plan:
This amendment has no connection to the Carbon Neutrality Plan.

Connection to 10-Year Housing Plan:

This amendment has no connection to the 10-Year Housing Plan.

Attachments:
Res. 2026-03
PZ-25-00134 Sign Standards Exhibit A
Ord. 2026-01
PZ-23-00134 Housing Statement
PZ-23-00134 Presentation

RESOLUTION NO. 2026-03

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED "PZ-23-00134 – SIGN STANDARDS"

RECITALS:

WHEREAS, pursuant to A.R.S. § 9-802 a municipality may enact or amend provisions of the City Code by reference to a public record, provided that the adopting ordinance is published in full;

WHEREAS, the City of Flagstaff wishes to incorporate by reference amendments to the Flagstaff Zoning Code, Ordinance No. 2026-01, 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-23-00134 – Sign Standards"* 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 effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 3rd day of February 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

Exhibits:
A. PZ-23-00134 – Sign Standards

Case No. PZ-23-00134 Updates to Zoning Code – Sign Standards
Amendment for Adoption Flagstaff Zoning Code

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 10-50: Supplemental to Zones, Division 10-50.100 Sign Standards, as follows:

Division 10-50.100:

Sign Standards

Sections:

10-50.100.010 Purpose

10-50.100.020 Compliance with the Zoning Code and Permit Requirements

10-50.100.~~**020**~~**030** Applicability

~~**10-50.100.030 Sign Permits**~~

10-50.100.040 General Restrictions **and Requirements** for All Signs

~~**10-50.100.050 General Requirements for All Signs**~~

10-50.100.~~**060**~~**050** Permanent Signs

10-50.100.~~**070**~~**060** Comprehensive Sign Programs

10-50.100.~~**080**~~**070** Sign Design ~~**Performance Standards**~~ **Incentives**

10-50.100.~~**090**~~**080** Portable **and/or Temporary** Signs

10-50.100.~~**100**~~**090** Sign Districts of Special Designation

10-50.100.~~**110**~~**100** Nonconforming Signs

10-50.100.~~**120**~~**110** Enforcement

10-50.100.~~**130**~~**120** Appeals

10-50.100.~~**140**~~**130** Severability

10-50.100.010 Purpose

~~**A. The Council finds that the natural surroundings, climate, history, and people of the City provide the Flagstaff community with its unique charm and beauty. This division has been adopted to ensure that all signs installed in the City are compatible with the unique character and environment of the community, and in compliance with the General Plan.**~~

~~**B.**~~ **The purpose of these Sign standards is to set out reasonable regulations for the design, location, installation, display, operation, repair, maintenance, and removal of Signs in a manner that advances**

the City's legitimate, important, substantial, and compelling interests, while simultaneously safeguarding the constitutionally protected right of free speech. The ~~**purpose**~~ **standards** of this division **are enacted** ~~**is**~~ to promote public health, safety, and welfare through a comprehensive system of reasonable, effective, consistent, content-neutral, and nondiscriminatory sign standards and requirements, including the following specific purposes:

1. To promote and accomplish the goals, policies, and objectives of the General Plan;

2. To balance public and private objectives by allowing adequate avenues for both commercial and noncommercial messages;

3. To improve pedestrian and traffic safety by promoting the free flow of traffic and the protection of pedestrians and motorists from injury and property damage caused by, or which may be fully or partially attributable to, cluttered, distracting, and/or illegible signage;

4. To protect the aesthetic beauty of the City's natural and built environment for the citizens of and visitors to the City, and to protect prominent viewsheds within the community;

5. To prevent property damage, personal injury, and litter caused by signs that are improperly constructed or poorly maintained;

6. To protect property values, the local economy, and quality of life by preserving and enhancing the appearance of the streetscape; and

7. To provide consistent sign design standards that enable the fair and consistent enforcement of these sign regulations.

10-50.100.020 Compliance with the Zoning Code and Permit Requirements

A. A Sign Permit shall be obtained prior to the installation, modification, or replacement of any Sign unless specifically identified below or exempted from these provisions in Section 10-50.100.30. in accordance with Section 10-20.40.120 Sign Permit – Permanent Signs.

B. All Signs shall be installed in compliance with the provisions of this Division 10-50.100 and Title 4, Building Regulations.

C. A Sign Permit is not required for the following:

1. Signs on property used exclusively for Residential Developments with less than five Dwelling Units;

2. Changes to the copy of Changeable Copy Signs; and

3. Changes to the face or copy of an existing non-illuminated Sign with no structural or lighting modifications. This does not apply to Signs located within a Historic District or Sign Districts of special designation.

4. Signs on City-approved sign support structures in compliance with Section 10-50.100.080.(D).

5. Sign Walkers in compliance with Section 10-50.100.080.(E).

D. Sign Maintenance. It shall be unlawful for any person having lawful possession or control over a Building, Structure, or Parcel of land to fail to maintain all Signs in compliance with the Zoning Code. Failure to maintain a Sign constitutes a violation of this division, and shall be subject to enforcement action in compliance with the provisions of Division 10-20.110, Enforcement.

1. Removal of Unused Sign Support Structures. Any vacant and/or unused Sign support structures, angle irons, Sign poles, or other remnants of old Signs which are not currently in use or proposed for immediate reuse shall be removed. When a Building Mounted Sign is removed, the wall shall be repaired and restored to its original condition.

2. Obsolete Signs. Permitted Signs may remain in place after the business vacates the premises, provided the Sign is left nonilluminated and Sign Copy is removed within 30 days after the business vacates the premises. Any obsolete sign over 50 years old will be subject to the requirements of Section 10-30.30.

3. Removal of Unsafe Sign Structures. In addition to the remedies provided in Division 10-20.110, Enforcement, the Director shall have the authority to order the repair, maintenance, or removal of any Sign or Sign structure which has become dilapidated or represents a hazard to safety, health, or public welfare. If such a condition is determined by the Director to exist, the Director shall give notice by certified mail to the Sign owner at the address shown on the Sign Permit, unless more recent information is available. If compliance has not been achieved within 30 days from service of notice, the Director may cause the Sign to be removed or repaired, and

the cost of such removal or repair to be charged against the Sign owner and/or the property owner.

E. **Sign Copy** Interpretations. This division is not intended to and does not restrict speech on the basis of its content, viewpoint, or message. No part of this division shall be construed to favor commercial speech over noncommercial speech. A noncommercial message may be substituted for any commercial message displayed on a ~~s~~**S**ign, or the content of any noncommercial message displayed on a ~~s~~**S**ign may be changed to a different noncommercial message, without the need for any approval or permit; provided, that the size of the ~~s~~**S**ign is not altered and that the illumination source, if any, does not change. To the extent any provision of this division is ambiguous, the provision shall be interpreted not to regulate on the basis of the content of the message.

10-50.100.~~020~~**030** Applicability

A. Applicability.

1. This division applies to all ~~s~~**S**ign within the City, regardless of their nature or location, unless specifically exempted.

~~**2. Regulations for permanent signs are found in Section 10-50.100.060, Permanent Signs .**~~

~~**3. Regulations for portable signs are found in Section 10-50.100.090, Portable Signs.**~~

~~**4.**~~**2.** ~~**Heritage signs in landmark zones**~~ **Individual Signs of Historic or Cultural Significance** are governed by the ordinance designating the landmark ~~**overlay**~~ **property** ~~**and its related guidelines. (Refer to Division 10-30.30, Heritage Preservation.)**~~ **Refer to Section 10-30.30.040, Designation of Landmark Properties or Historic Overlay Zones.**

~~**5. Nothing in this division shall be construed to prohibit a person from holding a sign while picketing or protesting on public property that has been determined to be a traditional or designated public forum (e.g., sidewalk or park), so long as the person holding the sign does not block ingress and egress from buildings, create a safety hazard by impeding travel on sidewalks, in bike or vehicle lanes, or on trails, or violate any other reasonable time, place, and manner restrictions adopted by the City. (See Section 10-50.100.090(C)(4), Sign Walkers.)**~~

~~**B. Sign Copy Interpretations. This division is not intended to and does not restrict speech on the basis of its content, viewpoint, or message. No part of this division shall be construed to favor commercial**~~

~~speech over noncommercial speech. A noncommercial message may be substituted for any commercial message displayed on a sign, or the content of any noncommercial message displayed on a sign may be changed to a different noncommercial message, without the need for any approval or permit; provided, that the size of the sign is not altered. To the extent any provision of this division is ambiguous, the term shall be interpreted not to regulate on the basis of the content of the message.~~

~~*C. Summary of Incentives. A summary of the incentives applicable to the permanent signs permitted in this Division is provided in Table 10-50.100.0020.A (Summary of Incentives Applicable to Permanent Signs).*~~

~~**Table 10-50.100.020.A: Summary of Incentives Applicable to Permanent Signs**~~

~~**Neon signs**~~	~~**Neon lighting is not included within total outdoor light output limits.**~~	~~**10-50.100.050(C)(3)(a)**~~
~~**Building mounted signs**~~	~~**If painted on a building wall, allowable sign area is increased by 10%.**~~	~~**10-50.100.060(C)**~~
~~**Building mounted signs**~~	~~**If 1 or more freestanding signs are not utilized, additional building mounted signage is permitted.**~~	~~**10-50.100.060(C)**~~
~~**Corner signs**~~	~~**Additional sign area is permitted if a sign is associated with a corner entrance to a building.**~~	~~**10-50.100.060(G)**~~
~~**Directory signs**~~	~~**If ≤ 16 sq. ft. in area, not included in total allowable sign area for the use.**~~	~~**10-50.100.060(H)**~~
~~**Freestanding signs**~~	~~**Name of the shopping center or development is not included in the area or height limit for the sign.**~~	~~**10-50.100.060(H)**~~
~~**Freestanding signs – corner location**~~	~~**If freestanding sign is proposed where 2 signs are permitted, the allowable sign area may be increased to a max. of 35%.**~~	~~***10-50.100.060(N)***~~

~~Suspended signs~~	~~If ≤ 4 sq. ft. in area, not included in total allowable sign area for the use.~~	~~10-50.100.070 and 10-50.100.080~~
~~Comprehensive Sign Program and Sign Design Performance Standards~~	~~Allows for increases in sign area and height for building mounted and freestanding signs.~~	~~10-20.60.110(B)(3)~~
~~Nonconforming signs~~	~~Includes an incentive to replace a nonconforming sign with a new sign that is closer in conformance with applicable standards.~~	-

~~D~~B. Exemptions. The following ~~s~~Sign are not regulated by this Zoning Code, so long as they meet the applicable standards described below.

1. Building Identification Signs. Building ~~i~~Identification ~~s~~Signs not exceeding one square foot in area for residential ~~b~~Buildings and two square feet in area for nonresidential ~~b~~Buildings.

2. Business Name and Address on an Entry Door. Name of a business, address information, and/or contact information displayed on an entry door, not exceeding two square feet in area.

3. Signs Posted on a Community Bulletin Board. Signs posted on a community bulletin board shall not exceed 11 by 17 inches.

4. Historic Identification Signs ~~and Architectural Features~~. Historical plaques ~~erected and maintained by non-profit organizations~~, ~~b~~Building cornerstones, and date-constructed stones not exceeding four square feet in area.

5. Signs Not Readable from the Public Right-of-Way.

   a. Signs or displays located entirely inside of a ~~b~~Building, and not visible from the ~~b~~Building's exterior;

   b. Signs intended to be readable from within a parking area but not readable beyond the boundaries of the ~~l~~Lot or ~~p~~Parcel upon which they are located or from any public ~~r~~Right-of-~~w~~Way; and

c. Signs located within City recreation facilities.

6. Governmental Signs. Any ~~s~~Sign, posting, notice or similar ~~s~~Sign placed, installed**,** or required by law by a city, county, or a Federal or State governmental agency in carrying out its responsibility to protect the public health, safety, and welfare., including, but not limited to, the following:

a. Emergency and warning ~~s~~Signs necessary for public safety or civil defense;

b. Traffic ~~s~~Signs erected and maintained by an authorized public agency;

c. Signs required to be displayed by law;

d. Signs directing the public to points of interest; and

e. Signs showing the location of public facilities.

~~**10-50.100.030 Sign Permits**~~

~~**A. The procedures for submittal, review and approval of permanent signs are provided in Section 10-20.40.120, Sign Permit – Permanent Signs, and wall banner sign permits are provided in Section 10-50.100.090, Portable Signs, including any required fees.**~~

~~**B. A sign permit is not required for a sign on property used exclusively for a single-family residence or duplex.**~~

~~**C. Nonstructural Modifications and Maintenance. A sign permit is not required for the following:**~~

~~**1. Changes to the face or copy of changeable signs;**~~

~~**2. Changes to the face or copy of an existing single-tenant or multi-tenant freestanding or building-mounted nonilluminated sign from one business to another with no structural or lighting modifications to the sign unless within a historic overlay or the Central Sign District; and**~~

~~**3. The normal repair and maintenance of conforming or legal nonconforming signs, except as identified in Section 10-50.100.050(E), Sign Maintenance.**~~

10-50.100.040 General Restrictions **and Requirements** for All Signs

A. Location Restrictions. Except where specifically authorized in this division, ~~s~~Signs may not be placed in the following locations:

1. Within, on, or projecting over a City ~~r~~Right-of-~~w~~Way;

~~**2. On public property;**~~

~~**3.**~~**2.** Any location that obstructs the view of any authorized traffic ~~s~~Sign, signal, or other traffic control device;

~~**4.**~~**3** Areas **required for emergency ingress or egress** ~~**as allowing for ingress to or egress from any door, window, or any exit way**~~ required by the Building Code or Fire Department regulations ~~**currently in effect**~~;

~~**5.**~~**4.** Off the premises of the business to which the commercial advertising ~~s~~Sign refers;

~~**6.**~~ **5.** On fuel tanks, storage containers and/or solid waste receptacles or their enclosures, except for a manufacturer's or installer's identification, appropriate warning ~~s~~Signs and placards, and information required by law;

~~7~~6. Tacked, painted, burned, cut, pasted or otherwise affixed to trees, rocks, light and utility poles, posts, fences, ladders, benches, or similar supports that are visible from a public way; **and**

~~**8.**~~**7.** Where they cover the architectural features of a ~~b~~Building, such as dormers, insignias, pilasters, soffits, transoms, trims, or other architectural feature~~;.~~

~~**9. On the roof of a building, except as permitted in Section 10-50.100.060 (E)(4)(B)(11), Roof Mounted Sign.**~~

B. Prohibited Signs.

1. Billboards;

2. Signs that could be confused with any authorized traffic signal or device;

3. Bandit ~~s~~Signs; and

4. Stuffed or inflated animals or characters used as ~~s~~Sign~~.~~**; and**

5. Commercial signage on vehicles shall not be used as Freestanding Signs and shall be parked on business property so as not to be visible from the public Right-of-Way to the greatest extent feasible.

C. Display Restrictions.

1. Signs with the following display features are prohibited:

~~**1. Purpose. The purpose of this subsection is to regulate the manner in which signs convey their messages by specifying prohibited display features that create distractions to the traveling public and create visual clutter that mar the natural and architectural aesthetics of the City.**~~

~~**2. Applicability. Signs with the following display features are prohibited:**~~

a. ~~**Lighting devices with l**~~ **I**ntermittent, flashing, rotating, blinking or strobe light illumination, animation, motion picture, ~~**or laser or motion picture projection,**~~ or any lighting effect creating the illusion of motion, ~~**as well as**~~ **including** laser or hologram lights;

b. An exposed light source, except for neon **or LED that is designed to simulate the effects of neon** that is incorporated into the design of the ~~**s**~~**S**ign;

c. Sound, odor, or smoke;

d. Inflatable balloons, spinners, strings of flags and pennants, fixed aerial displays, streamers, tubes, or other devices affected by the movement of the air or ~~**other atmospheric or**~~ mechanical means ~~**either**~~ attached to a ~~**s**~~**S**ign ~~**or to vehicles, structures, poles, trees and other vegetation, or similar support structures**~~;

e. Rotating or moving ~~**s**~~**S**ign ~~**body or any other portion of the sign**~~ whether by mechanical or any other means. Barber poles no larger than three feet high and 10 inches in diameter and clocks are excepted from this restriction;

f. Electronic displays;

g. Any ~~**c**~~**C**hangeable ~~**c**~~**C**opy LED ~~**s**~~**S**ign, except fixed illumination display ~~**s**~~**S**ign used to indicate that a business is “open,” display prices, or to confirm an order placed in a drive-through.

~~**h. Strings of lights arranged in the shape of a product, arrow, or any commercial message.**~~

~~**10-50.100.050 General Requirements for All Signs**~~

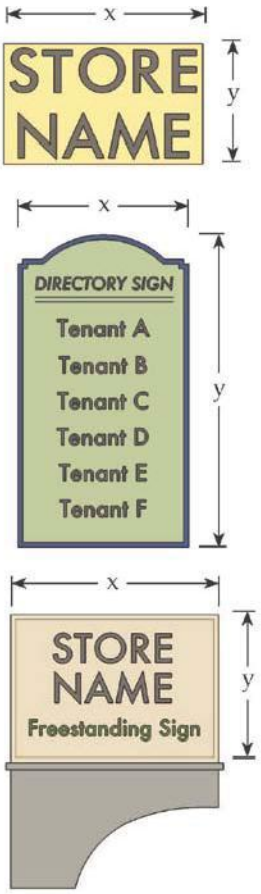
~~**A**~~**D.** Sign Message**.** Any permitted ~~**s**~~**S**ign may contain, in lieu of any other message or copy, any lawful ~~**noncommercial**~~ message, so long as the ~~**s**~~**S**ign complies with the size, height, area, location, and other requirements of this division.

~~**B**~~**E.** Sign Measurement Criteria.

1. Sign Area Measurement. Sign area for all ~~**s**~~**S**ign types is measured as follows:

   a. Sign copy mounted, affixed, or painted on a background panel or surface distinctively painted, textured or constructed as a background for the ~~**s**~~**S**ign ~~**c**~~**C**opy, is measured as that area contained within the sum of the smallest rectangle(s) that will enclose both the ~~**s**~~**S**ign copy and the background, as shown in Figure 10-50.100.~~**050A**~~**040A**.

Figure 10-50.100.~~**050A**~~**040A**
Sign Area for Signs on Background Panel

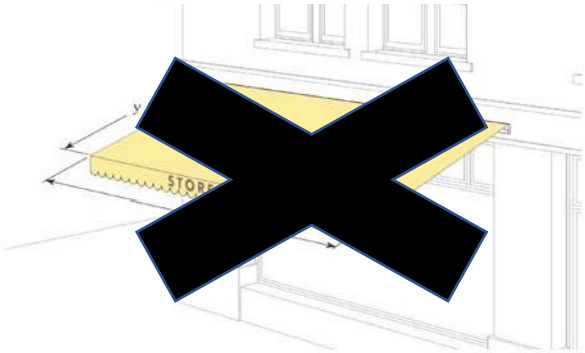


b. Sign ~~c~~Copy mounted as individual letters or graphics against a wall, ~~f~~Fascia, mansard, or ~~p~~Parapet of a ~~b~~Building or surface of another ~~s~~Structure, that has not been painted, textured or otherwise altered to provide a distinctive background for the ~~s~~Sign ~~c~~Copy, is measured as a sum of the smallest rectangle(s) that will enclose each word and each graphic in the total ~~s~~Sign, as shown in Figure 10-50.100.~~050B~~040B.

Figure 10-50.100.~~050B~~040B

Sign Area for Signs with Individual Letters

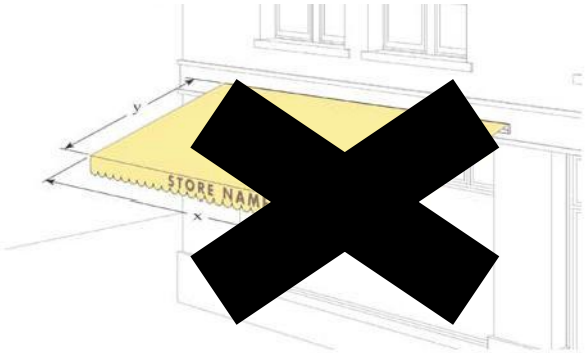




~~**c. Sign copy mounted, affixed, or painted on an illuminated surface or illuminated element of a building or structure, is measured as the entire illuminated surface or illuminated element, which contains sign copy, as shown in Figure 10-50.100.050C. Such elements may include, but are not limited to, lit canopy fascia signs, and/or interior lit awnings.**~~

~~**Figure 10-50.100.050C**~~

~~**Sign Area for Signs with Illuminated Surfaces**~~



~~**d**~~**c**. Multi-face ~~**s**~~**S**igns, as shown in Figure 10-50.100.~~**050D**~~**040C**, are measured as follows:

(1) Two-face ~~s~~Signs: If the interior angle between the two ~~s~~Sign faces is 45 degrees or less, the ~~s~~Sign area is of one ~~s~~Sign face only. If the angle between the two ~~s~~Sign faces is greater than 45 degrees, the ~~s~~Sign area is the sum of the areas of the two ~~s~~Sign faces.

(2) Three- or four-face ~~s~~Signs: The ~~s~~Sign area is 50 percent of the sum of the areas of all ~~s~~Sign faces.

~~e~~d. Spherical, free-form, sculptural or other nonplanar ~~s~~Sign area is measured as 50 percent of the sum of the areas using only the four vertical sides of the smallest four-sided polyhedron that will encompass the ~~s~~Sign structure, as shown in Figure 10-50.100.~~050D~~040C. Signs with greater than four polyhedron faces are prohibited.

Figure 10-50.100.~~050.D~~040C

Sign Area for Multi-Face Signs or Free Form Signs

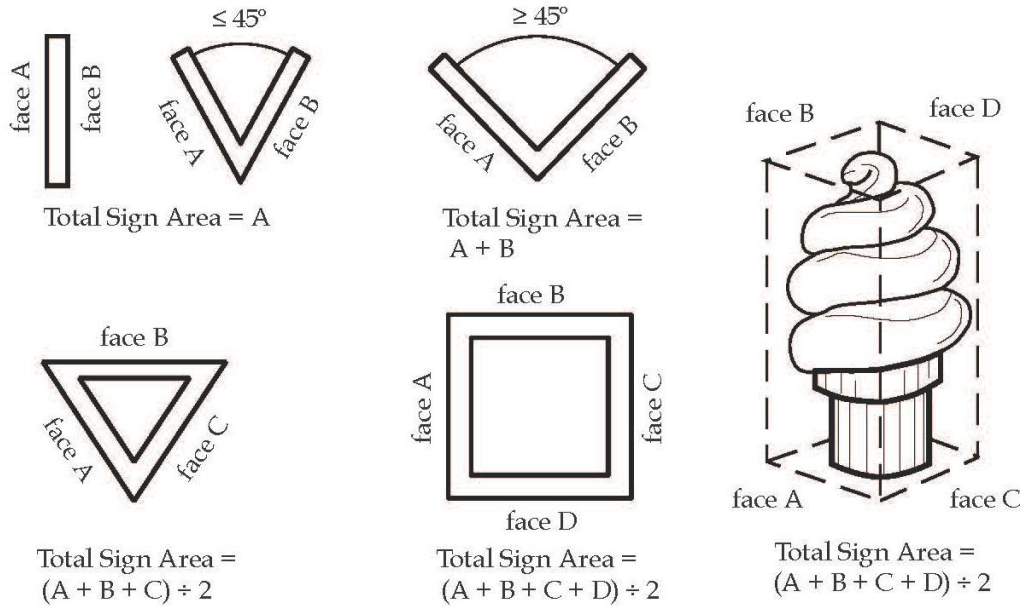


Figure 10-50.100.~~050D.1.~~040C.1

Sign Area for Symbol Included Within a Sign



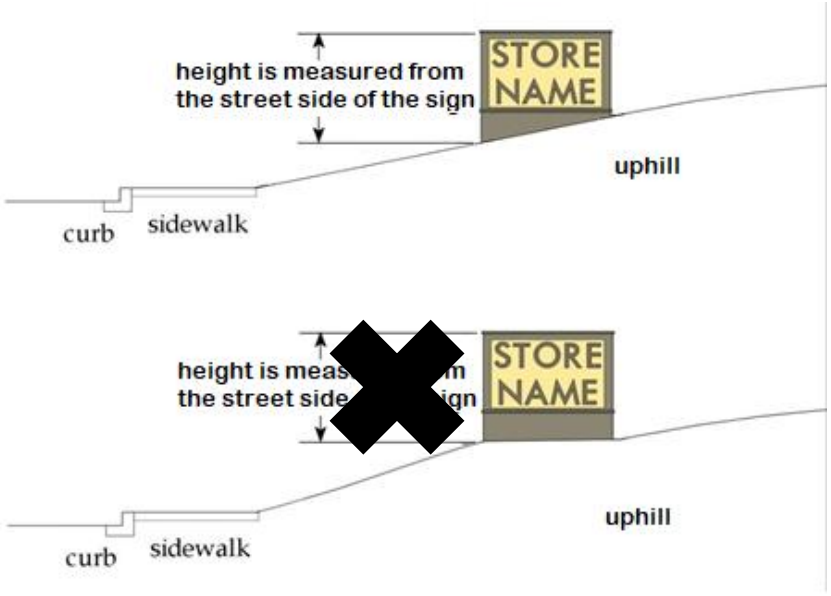
2. Sign Height Measurement. Sign height is measured as follows:

a. Freestanding Signs. Sign height is measured as the vertical distance from the ~~average elevation of the~~ finished grade ~~within an eight-foot radius from all sides of the sign at the base of the sign to the top of the sign~~, exclusive of any filling, berming, mounding or landscaping solely for the purpose of locating the ~~s~~Sign~~., excluding decorative embellishments as permitted in Table 10-50.100.060.H., Standards for Freestanding Signs.~~

(1) If ~~natural~~ existing grade at the base of a ~~s~~Sign is higher than the grade of the adjacent road, ~~s~~Sign height shall be measured from the base of the ~~s~~Sign, as shown in Figure 10-50.100.~~050.E.~~040D.

Figure 10-50.100.~~050.E.~~040D

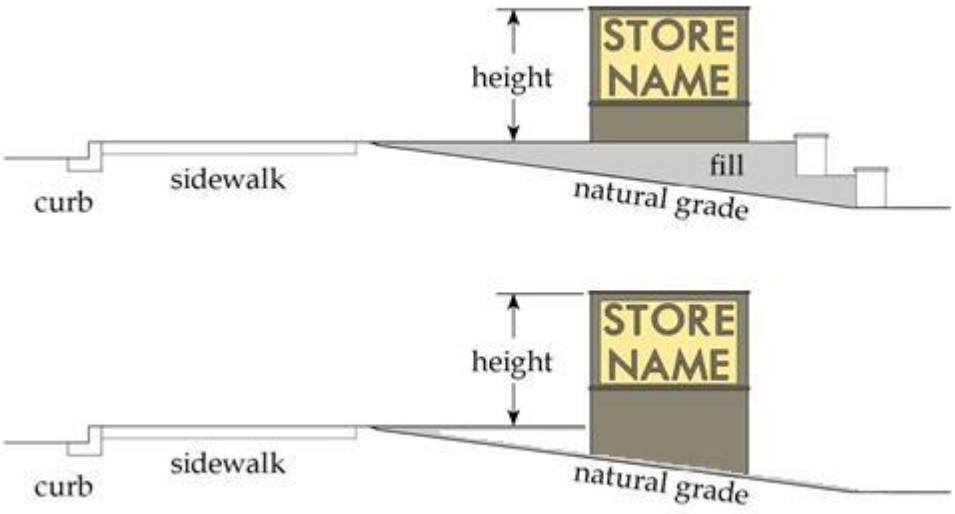
Freestanding Sign Height – Signs Higher than the Grade of an Adjacent Road



(2) If ~~natural~~ **existing** grade at the base of a ~~s~~**S**ign is lower than the grade of an adjacent road, the height of the ~~s~~**S**ign shall be measured from the top of curb elevation, as shown in Figure 10-50.100.~~050.F.~~**040E.**

Figure 10-50.100.~~050.F.~~040E

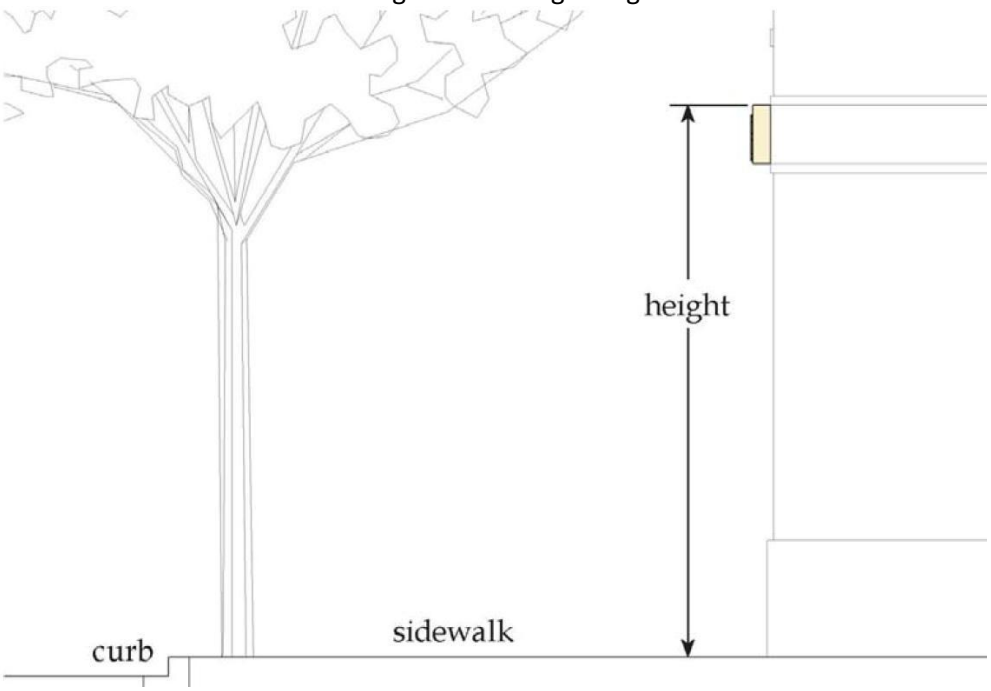
Freestanding Sign Height – Sign Lower than the Grade of an Adjacent Road



b. Building Mounted Signs. The height of wall, ~~f~~Fascia, mansard, ~~p~~Parapet, or other ~~b~~Building ~~m~~Mounted ~~s~~Sign is the vertical distance measured from the base of the wall on which the ~~s~~Sign is located to the top of the ~~s~~Sign or ~~s~~Sign structure, as shown in Figure 10-50.100.~~050.G.~~040F.

Figure 10-50.100.~~050G~~040F

Building Mounted Sign Height



~~C~~F. Sign Illumination**. ~~Allowed permanent signs may be nonilluminated, or illuminated by internal light fixtures, halo illuminated, or illuminated by external indirect illumination, unless otherwise specified.~~** All illuminated ~~s~~Signs shall comply with the time limitations of Section 10-50.70.050(~~H~~G). All ~~p~~Permanent ~~s~~Signs for **Residential Developments with less than five Dwelling Units** ~~single-family residences or duplexes~~ and all temporary signs shall be nonilluminated.

1. Externally Illuminated Sign Standards.

   a. Lighting Class. External illumination for ~~s~~Signs shall comply with all provisions of this division, and shall be treated as Class 1 ~~l~~Lighting, as defined in Section 10-50.70.050(~~B~~A). All external ~~s~~Sign lighting is included within the total outdoor light output limits of Section 10-50.70.050(~~C~~B), and shall comply with applicable lamp source and shielding restrictions.

   b. Except as provided in subsection (~~C~~F)(1)(c) of this section, externally illuminated ~~s~~Signs shall be illuminated only with steady, stationary, fully shielded light sources directed solely onto the sign without causing glare.

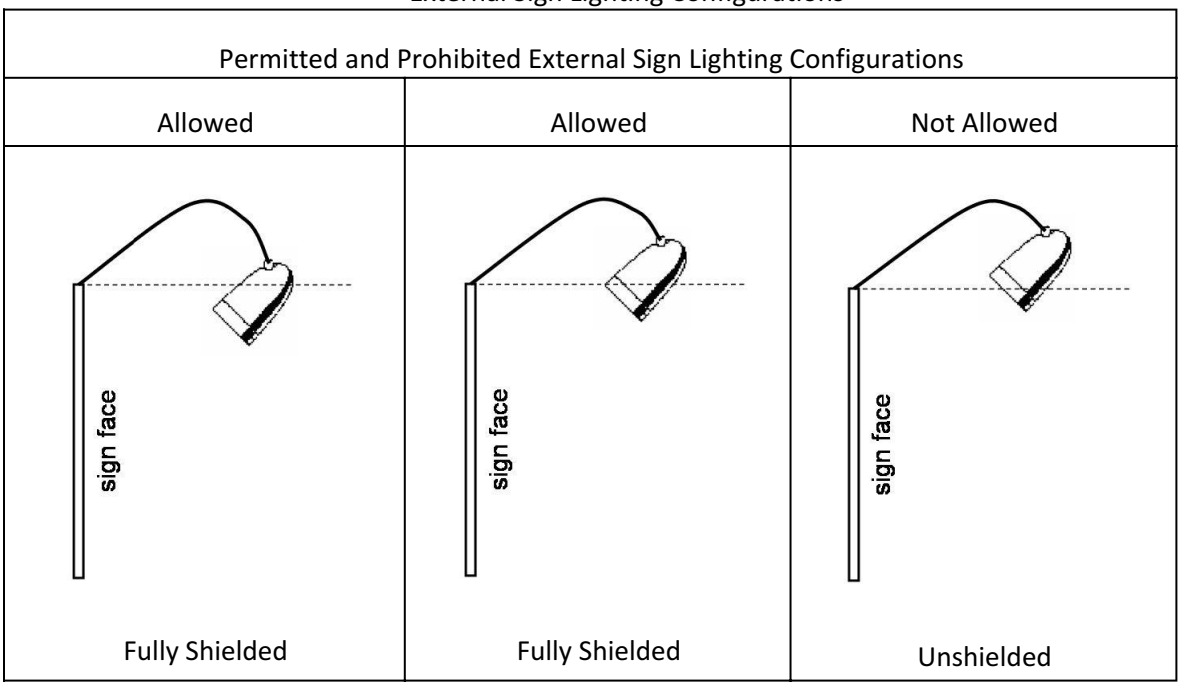
   c. A ~~l~~Light ~~f~~Fixture mounted above the ~~s~~Sign face may be installed with its bottom opening tilted toward the ~~s~~Sign face provided:

(1) The bottom opening of the ~~l~~Light ~~f~~Fixture is flat (i.e., it could be covered by a flat board allowing no light to escape); and

(2) The uppermost portion of the fixture's opening is located no higher than the top of the ~~s~~Sign face, as shown in Figure 10-50.100.~~050H~~040G. Light ~~f~~Fixtures aimed and installed in this fashion shall be considered fully shielded for purposes of calculating the total outdoor light output limits of Section 10-50.70.050(~~C~~B).

Figure 10-50.100.~~050H~~040G

External Sign Lighting Configurations



2. Internally Illuminated Sign Standards.

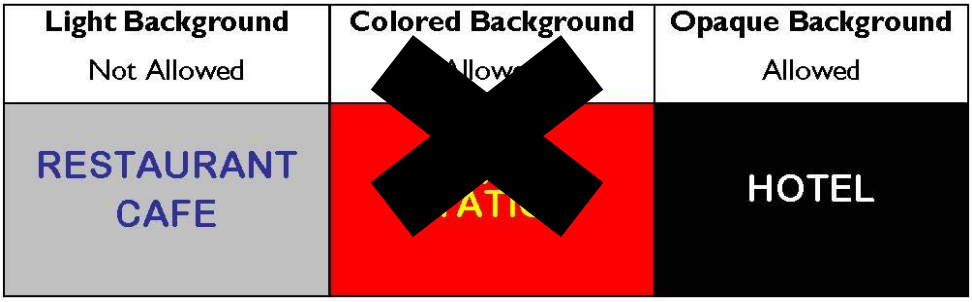
a. Internally ~~i~~Illuminated ~~s~~Signs shall either be constructed with an opaque background and translucent text and symbols, or with a colored (not white, off-white, light gray, or cream) background and generally lighter text and symbols ~~(Figure 10-50.100.050I)~~. Lamps used for internal illumination of ~~i~~Internally ~~i~~Illuminated ~~s~~Signs shall not be counted toward the total outdoor light output limits of Section 10-50.70.050(~~C~~B).

(1) Lighting Zone 1. The ~~s~~Sign face(s) shall be composed of illuminated text and symbols against an opaque (nonilluminated) background. The colors of these elements are not restricted.

(2) Lighting Zone 2. The ~~s~~Sign face(s) shall be either composed of illuminated text and symbols against an opaque background ~~(as in subsection C.2.a.1. of this section),~~ or ~~with generally lighter text and symbols~~ against a colored (not white, off-white, light gray, cream, or yellow) background. ~~Text and symbols may be white, off-white, light gray, cream, or yellow. (See Figure 10-50.100.050.I.)~~

~~Figure 10-50.100.050I~~

~~Internally Illuminated Signs~~



~~b. Other internally illuminated panels or decorations not considered to be signage according to this division(such as illuminated canopy margins, building faces, or architectural outlining), shall be considered Class 3 lighting, as defined in Section 10-50.70.050(B), and shall be subject to the standards applicable for such lighting, including but not limited to the lamp source, shielding standards, and total outdoor light output limits established in Section 10-50.70.050(C).~~

3. Neon Sign Standards.

a. Exposed neon ~~s~~Signs lighting**, or LED that is designed to simulate the effects of neon,** is only permitted in nonresidential zones **and** shall be treated as Class 3 (decorative) ~~l~~Lighting. Allowed neon**, or simulated LED neon** ~~s~~Signs shall not be included within the total outdoor light output limits of Section 10-50.70.050(~~C~~**B**).

~~Figure 10-50.100.050J~~



~~Neon Sign~~

b. Neon lighting extending beyond the area considered to be the ~~s~~Signs area (as defined in this division) shall comply with all provisions of Division 10-50.70, Outdoor Lighting Standards.

4. Single-Color LED Sign Standards. Single-color LED ~~s~~Signs **are** permitted under **the display restrictions of** Section 10-50.100.040(C)(2)(g) **and** shall be considered as ~~i~~Internally ~~i~~Illuminated ~~s~~Signs, and shall not have their lumen output counted toward the total outdoor light output limits of Section 10-50.70.050(~~C~~B). Any lighting extending beyond the area considered to be the ~~s~~Sign area (as defined in this division) shall be treated as Class 3 ~~l~~Lighting and shall comply with the lumen limits of Section 10-50.70.050(~~C~~B).

5. Time Limitations. All ~~s~~Signs shall be turned off by 9:00 p.m. if located in Lighting Zone 1 and 11:00 p.m. if located in Lighting Zones 2, or when the business closes, whichever is later. Signs subject to time limitations are required to have functioning and properly adjusted automatic shut-off timers. See Section 10-90.40.020, Lighting Zone Map, for lighting zones.

~~D.~~**G.** Structure and Installation.

1. Raceway Cabinets. Raceway cabinets ~~shall only be used in building mounted signs when access to the wall behind the sign is not feasible,~~ shall not extend in width and height beyond the area of the ~~s~~Signs, and shall match the color of the ~~b~~Building to which it is attached. Where a raceway cabinet provides a contrast background to ~~s~~Sign copy, the colored area is counted in the total allowable ~~s~~Sign area permitted for the site or business. Examples of raceway cabinets are shown in Figure 10-50.100.~~050K~~**040H**.

Figure 10-50.100.~~050K~~040H

Raceway Cabinets



2. Support Elements. Any angle iron, bracing, guy wires, or similar features used to support a ~~s~~Sign shall not be visible to the extent technically feasible.

3. Electrical Service. When electrical service is provided to ~~f~~Freestanding ~~s~~Signs or ~~l~~Landscape ~~w~~Wall ~~s~~Signs, all such electrical service is required to be underground and concealed. Electrical service to ~~b~~Building ~~m~~Mounted ~~s~~Signs, including conduit, housings, and wire, shall be concealed or, when necessary, painted to match the surface of the ~~s~~Structure upon which they are mounted. A building permit (electrical) shall be issued prior to installation of any new ~~s~~Signs requiring electrical service.

~~**4. Limitation on Attachments and Secondary Uses. All permitted sign structures and their associated landscape areas shall be kept free of supplemental attachments or secondary uses including, but not limited to, supplemental advertising signs not part of a permitted sign, light fixture, newspaper distribution rack, or trash container. The use of sign structures and associated landscape areas as bicycle racks or support structures for outdoor product display is prohibited.**~~

~~5.~~4. Durable Materials. All ~~p~~Permanent ~~s~~Signs permitted by this division shall be constructed of durable materials capable of withstanding continuous exposure to the elements and the conditions of an urban environment.

~~**E. Sign Maintenance. It shall be unlawful for any person having lawful possession or control over a building, structure, or parcel of land to fail to maintain the property and all signs in compliance with the Zoning Code. Failure to maintain a sign constitutes a violation of this division, and shall be subject to enforcement action in compliance with the provisions of Division 10-20.110, Enforcement.**~~

~~1. Maintenance. All signs, whether or not in existence prior to adoption of this division, shall be maintained. Maintenance of a sign shall include periodic cleaning, replacement of flickering, burned out or broken light bulbs or fixtures, repair or replacement of any faded, peeled, cracked, or otherwise damaged or broken parts of a sign, and any other activity necessary to restore the sign so that it continues to comply with the requirements and contents of the sign permit issued for its installation and provisions of this division.~~

~~2. Landscape Maintenance. Required landscaped areas contained by a fixed border, curbed area, or other perimeter structure shall receive regular repair and maintenance. Plant materials that do not survive after installation in required landscape areas are required to be replaced within six months or within the next planting season, whichever event comes first.~~

~~3. Removal of Unused Sign Support Structures. Any vacant and/or unused sign support structures, angle irons, sign poles, or other remnants of old signs which are not currently in use or proposed for immediate reuse shall be removed. When a building mounted sign is removed, the wall shall be repaired and restored to its original condition.~~

~~4. Obsolete Signs. Sign structures permitted as on-premises business signs may remain in place after the business vacates the premises, provided the sign is left nonilluminated and sign copy is removed within 30 days after the business vacates the premises. If an on-site use for the sign is not commenced within six months of the termination of the previous on-site use, the sign shall be deemed abandoned and subject to the provisions of Section 10-50.100.110, Nonconforming Signs.~~

~~5. Removal of Unsafe Sign Structures. In addition to the remedies provided in Division 10-20.110, Enforcement, the Director shall have the authority to order the repair, maintenance, or removal of any sign or sign structure which has become dilapidated or represents a hazard to safety, health, or public welfare. If such a condition is determined by the Director to exist, the Director shall give notice by certified mail to the sign owner at the address shown on the sign permit, unless more recent information is available. If compliance has not been achieved within 30 days from service of notice, the Director may cause the sign to be removed or repaired, and the cost of such removal or repair to be charged against the sign owner and/or the property owner.~~

~~F.~~**H.** Sign Placement at Intersection. Applicable requirements for the placement of ~~s~~**S**igns at intersections are provided in the *Engineering Standards*, Section 13-10-006-0002, Intersection Sight Triangles, Clear View Zones. **All new or relocated Freestanding Signs shall be reviewed and approved by the City Traffic Engineering Section.**

10-50.100.~~060~~**050** Permanent Signs

~~**A. Applicability. Three levels of review standards are established in this division, some or all of which may be applied to the sign depending on where it is located within the City:**~~

~~**1. All signs within the City of Flagstaff shall be reviewed based on the standards established in this division;**~~

~~**2. Signs in the Flagstaff Central District are reviewed based on the standards established in Section 10-50.100.100.A., Flagstaff Central District, as well as the standards and requirements otherwise established in this division; and**~~

~~**3. Signs in the Downtown Historic District, which have the highest standards of review in keeping with the historic character and urban scale of this district, are reviewed based on the standards in Section 10-50.100.100(B), Downtown Historic District, the Flagstaff Central District and the standards and requirements otherwise established in this division.**~~

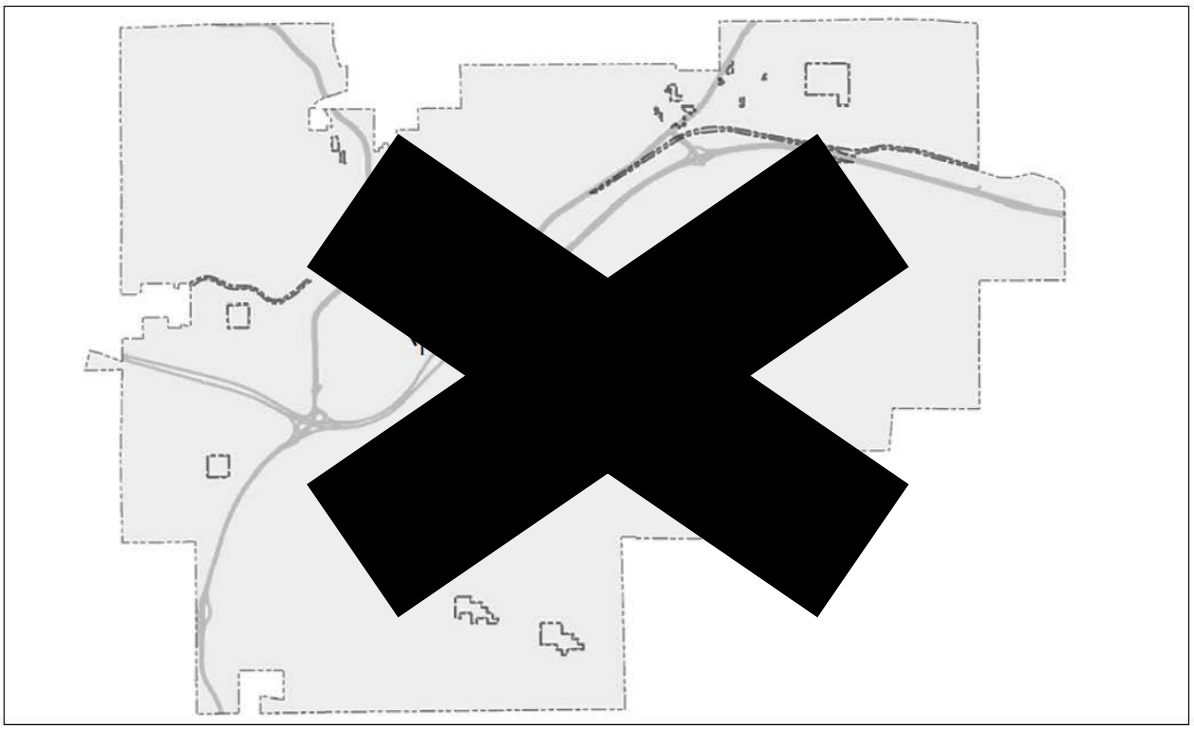
~~**B. Applicable to Transect Zones. Signs proposed in the transect zones shall comply with the standards established in the following sections:**~~

~~**1. Transect Zone T6: Section 10-50.100.100.A., Flagstaff Central District, and Section 10-50.100.100.B., Downtown Historic District.**~~

~~**2. Transect Zone T5 and T5-O: Section 10-50.100.100.A., Flagstaff Central District, and Section 10-50.100.100.B., Downtown Historic District, where applicable.**~~

~~**3. Transect Zone T4N.1 and T4N.1-O: Section 10-50.100.100(A), Flagstaff Central District.**~~

~~4. Transect Zone T3N.1: Section 10-50.100.100(A), Flagstaff Central District.~~



~~Figure A. Map Showing the Relationship Between the Standards Applied in the Downtown Historic District, Flagstaff Central District, and the City as a Whole~~

~~C~~.A. Permanent ~~s~~Signs shall comply with the ~~s~~Sign area, height, number, type and other requirements of this section and Table 10-50.100.~~060~~050.A, Standards for Permanent Signs by Use. ~~, except as otherwise provided in subsections (D) and (E) of this section. Unless specifically indicated, sign permits are required for all permanent signs in accordance with Section10-20.40.120, Sign Permit – Permanent Signs.~~

1. Signs in the Flagstaff Central District are reviewed based on the standards established in Section 10-50.100.090.A., Flagstaff Central District, as well as the standards and requirements otherwise established in this division; and

2. Signs in the Downtown Overlay Zone, which have the highest standards of review in keeping with the historic character and urban scale of this district, are reviewed based on the standards in Section 10-50.100.090.B., Downtown Overlay Zone, the Flagstaff Central District and the standards and requirements otherwise established in this division.

Table 10-50.100.~~060~~050.A: Standards for Permanent Signs by Use

Land Use	Allowed Sign Types	Number of Signs[~~1~~]	Max. Ht. (in ft.)	Max Area (sq. ft.)
~~Single-Family~~ Residential Developments with less than 5 Dwelling Units ~~or Duplex~~ (includes Home Occupations, Day Cares, and Bed and Breakfasts)				
	Building Mounted	1[~~2~~-1]	6	6
	Freestanding	1[~~2~~ 1]	3	6
~~Single-Family Subdivision,~~ Multifamily Residential Developments~~, Manufactured Home Parks~~				
	Building Mounted	1[~~4~~-3]	~~4~~ 24	~~2~~16[3]
	Freestanding	1[~~3~~ 2]	6	24
	Landscape Wall	1[~~3~~ 2]	4	24
Master Planned Communities, **Subdivisions, Manufactured Home Parks**				
	Building Mounted[4]	N/A	N/A	N/A
	Freestanding	1[~~3~~-2] per major vehicular entrance	8	36
	Landscape Wall	1[~~3~~-2] per major vehicular entrance	8	36
Institutional Use in All Zones				
	Building Mounted[4]	1	6	24[3]
	Freestanding	1[~~3~~-2]	4	32
	Landscape Wall	1[~~3~~-2]	4	32
Nonresidential Uses in a Commercial or Industrial Zone~~– Live/Work, Single Tenant Building, and Detached Buildings within a Multi-Tenant Development or Shopping Center[5]~~				

Table 10-50.100.~~060~~050.A: Standards for Permanent Signs by Use

Land Use	Allowed Sign Types	Number of Signs~~1~~	Max. Ht. (in ft.)	Max Area (sq. ft.)
	Building Mounted – Single **Building** Frontage	Limited by max. sign area	25	1 sq. ft. to 1 linear foot of primary building frontage – 100 sq. ft. max[3]
	Building Mounted – Multiple **Building** Frontages[4]	Limited by max. sign area	25	1 sq. ft. to 1 linear foot of primary building frontage – 100 sq. ft. max[3]
				1 sq. ft. to ~~0.5~~ **2** linear ~~foot~~ **feet** of auxiliary building frontage – 80 sq. ft. max[3]
	Single Tenant Freestanding	Limited by frontage line length		
	Type A		8	32
	Type B		**6**	**24**
	Multi-Tenant Freestanding	Limited by frontage line length		
	Type A		**10**	**40**
	Type B		~~6~~ **8**	~~24~~ **32**
~~Nonresidential Use in Commercial or Industrial Zone – Multi-Tenant Buildings, Development Sites, and Shopping Centers[5]~~ **Mixed-Used Developments**				
	Building Mounted ~~– Single Frontage[4]~~ **Residential Component**	~~Limited by max. sign area~~ **1**	25	~~1 sq. ft. to 1 linear foot of primary building frontage – 100 sq. ft. max~~ **16[3]**

Table 10-50.100.~~060~~050.A: Standards for Permanent Signs by Use

Land Use	Allowed Sign Types	Number of Signs[~~1~~]	Max. Ht. (in ft.)	Max Area (sq. ft.)
	Building Mounted – ~~Multiple Frontages[4,6]~~ Commercial Component[4]	~~Limited by max. sign area~~ 1 per store front	25	1 sq. ft. to 1 linear foot of primary ~~building~~ commercial frontage – 100 sq. ft. max[3] ~~1 sq. ft. to 0.5 2 linear foot of auxiliary building frontage – 80 sq. ft. max~~
	Freestanding Type A	Limited by frontage line length	10	40
	Freestanding Type B	Limited by frontage line length	8	32

End Notes

~~[1]Number of signs per development site or parcel.~~

[~~2~~1]Either one ~~b~~Building ~~m~~Mounted or one ~~f~~Freestanding ~~s~~Sign permitted.

[~~3~~2]~~Either~~ one ~~f~~Freestanding or one ~~l~~Landscape ~~w~~Wall ~~s~~Sign permitted.

[~~4~~3]~~The~~ area of ~~s~~Signs painted onto the wall of a ~~b~~Building may be increased by 10 percent ~~(see Table 10-50.100.060.C)~~.

~~[5]Signs for single- and multi-tenant buildings or developments that contain elements exceeding the otherwise applicable area or height standards may only be approved in accordance with Sections 10-50.100.070, Comprehensive Sign Programs, and 10-50.100.080, Sign Design Performance Standards.~~

[~~6~~4]Multiple ~~f~~Frontages include corner ~~b~~Buildings or ~~b~~Buildings with two or more ~~f~~Frontages.

~~D. Signs for Residential Uses in All Zones.~~

~~1. Building mounted and freestanding signs for detached single-family residences and duplexes are allowed without a sign permit. The standards in Table 10-50.100.060.A, Standards for Permanent Signs by Use, shall apply.~~

~~2. Building mounted, freestanding and landscape wall signs for single-family subdivisions, multi-family developments and manufactured home parks are allowed with a sign permit subject to the standards established in Table 10-50.100.060.A, Standards for Permanent Signs by Use.~~

~~E. Signs for All Nonresidential Uses in All Zones.~~

~~1. Building mounted, freestanding, and landscape wall signs for institutional uses in all zones are allowed with a sign permit subject to the standards established in Table 10-50.100.060.A, Standards for Permanent Signs by Use.~~

~~2. Building mounted and freestanding signs for all other nonresidential uses in all zones, including single tenant buildings, live/work units, detached buildings within a multi-tenant development or shopping center, and multi-tenant buildings, development sites, multi-use developments, or shopping centers are allowed with a sign permit subject to the standards established in Table 10-50.100.060.A, Standards for Permanent Signs by Use~~

~~3. Hotel and Motel Room Rate Signs. Signs for hotels and motels that post room rates on an outdoor advertising sign shall comply with the requirements of Chapter 3-04, Motels and Hotels.~~

~~4~~ **B**. Standards for Specific Sign Types.

~~a. All signs shall comply with the following standards. Each sign type listed in this section shall be included in the calculation of the total sign area allowed on a parcel or development site by this section, except as explicitly provided otherwise in this subsection. Each sign shall also comply with the sign area, height, and other requirements of Section 10-50.100.050, General Requirements for All Signs, and all other applicable provisions of this division. Any noncommercial message may be substituted for the sign copy on any commercial sign allowed by this division.~~

~~b~~**.1.** The following sign types are permitted, subject to the criteria listed under each sign type **and within Table 10-50-100.050.B**.

Table 10-50.100.050.B Permanent Sign Standards					
Sign Type	**Max Area**	**Min Height**	**Max Height**	**Illumination**	**Max # of signs**
Awning and/or Canopy	One square foot of Sign area per one linear foot of awning/canopy width. Included in the total allowable Sign area for Building Mounted Signs	8 feet from bottom of awning or canopy to nearest sidewalk	25 feet from the top of the Sign	No illumination permitted for awnings. Internal illumination only for letter or logos mounted on a canopy	N/A
Building Mounted	See Table 10-50.100.050.A for maximum allowances	N/A	25 feet from the top of the Sign	Permitted in compliance with Division 10-50.070 Outdoor Lighting Standards	N/A
Changeable Copy	No more than 20% of overall Sign area and included in the total allowable Sign area for either Building Mounted or Freestanding Signs	N/A	Apply either Building Mounted or Freestanding Sign standards	Permitted in compliance with Division 10-50.070 Outdoor Lighting Standards	N/A
Driveway	Three square feet per Sign face and exempt from the total allowable Sign area	N/A	8 feet for Building Mounted Signs and 3 feet for Freestanding Signs	Internal illumination only	One Sign per driveway or drive thru lane
Directory	Signs not visible from the public Right-of-Way are limited to 16 square feet and exempt from the total allowable sign area, Signs visible from the public Right-of-Way shall be counted towards the total allowable Sign area	N/A	12 feet for Building Mounted Signs and 6 feet for Freestanding Signs	Permitted in compliance with Division 10-50.070 Outdoor Lighting Standards	One Sign permitted per Development Site
Freestanding	See Table 10-50.100.050.A for maximum allowances	N/A	See Table 10-50.100.050.A	Permitted in compliance with Division 10-	One Freestanding Sign is

Table 10-50.100.050.B Permanent Sign Standards					
Sign Type	**Max Area**	**Min Height**	**Max Height**	**Illumination**	**Max # of signs**
				50.070 Outdoor Lighting Standards	permitted per Frontage line under 500 feet, If a Frontage line is equal to or exceeds 500 feet a maximum of one Type A Sign and one Type B Sign is permitted separated by a minimum of a 150 feet
Projecting and/or Suspended	16 square feet, Signs under 4 square feet are not included in the total allowable Building Mounted Sign area	8 feet from bottom of Sign to nearest sidewalk	25 feet from the top of the Sign	Permitted in compliance with Division 10-50.070 Outdoor Lighting Standards	One sign per business
Roof Mounted	See Table 10-50.100.060.A for maximum allowances. Included in the total allowable Building Mounted Sign area	N/A	25 feet from the top of the Sign	Permitted in compliance with Division 10-50.070 Outdoor Lighting Standards	One of each Sign per business
Window	All Signs shall not exceed 40% of the area of the window on or within which they are displayed, Permanent Signs are included in the total allowable sign area for Building Mounted Signs, Open Signs are limited to a maximum of 2 square feet and do not require a Sign Permit	N/A	No higher than first story windows	Neon, or LED simulated Neon illumination only, Fixed copy or display only	N/A

~~(1)~~**a.** Awning **or Canopy** Sign.

(~~a~~**1**) Awning **or Canopy** ~~s~~**S**igns are not permitted in residential zones.

(~~b~~**2**) ~~**The standards provided in Table 10-50.100.060.B, Standards for Awning Signs, shall apply.**~~ **Sign width shall not be greater than 80% of the width of the awning or canopy face or valance on which it is displayed.**

(3) If a canopy is placed on multiple storefronts, each business is granted signage no greater than 80% of the store width or tenant space directly adjacent to the canopy or awning.

(4) The awning may not project above the roofline of the Building.

(5) Encroachment permit required for awnings projecting over public Right-of-Way.

~~**Table 10-50.100.060.B: Standards for Awning Signs**~~

~~-~~	~~**Standard**~~	~~**Other Requirements**~~
~~**Sign Area – (Copy, including logo)**~~	~~**1 sq. ft. of sign area per lineal foot of awning width.**~~ ~~**Included in the total allowable sign area for building mounted signs.**~~	
~~**Mounting Height**~~	~~**Max. 25 feet for ground floor awnings.**~~	
	~~**Min. of 8 feet from the bottom of the awning to the nearest grade or sidewalk.**~~	
~~**Sign Placement**~~	~~**Only above the doors and windows of the ground floor of a building.**~~ ~~**An awning shall not project above, below or beyond the edges of the face of the building wall or architectural element on which it is located.**~~ ~~**Displayed only on the vertical surface of an awning.**~~ ~~**Sign width shall not be greater than 60% of the width of the awning face or valance on which it is displayed.**~~[1]	

~~Table 10-50.100.060.B: Standards for Awning Signs~~

~~-~~	~~Standard~~	~~Other Requirements~~
~~Valance Height~~	~~Max. 6 inches.~~	
~~Setback from Back of Curb~~	~~Min. 18 inches.~~	
~~Illumination~~	~~Not permitted.~~	
~~Permitting~~	~~Sign permit is required.~~	

~~End Notes~~

~~[1]If an awning is placed on multiple store fronts, each business is permitted signage no greater than 60 percent of the store width or tenant space.~~

Figure 10-50.100.~~060A~~050A

Awning Sign

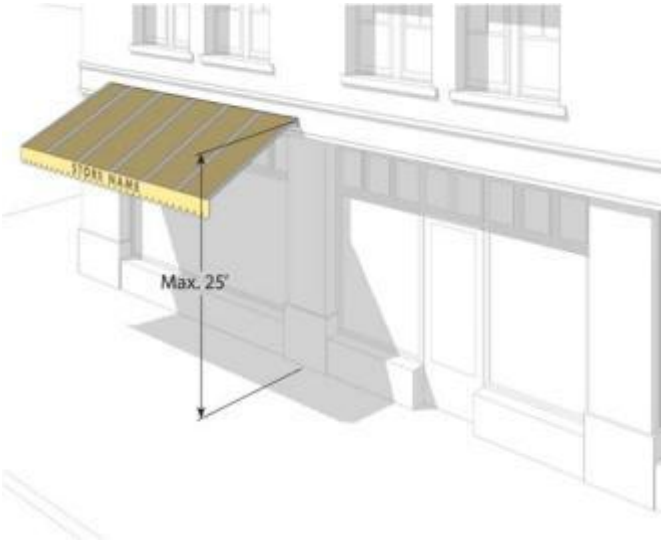
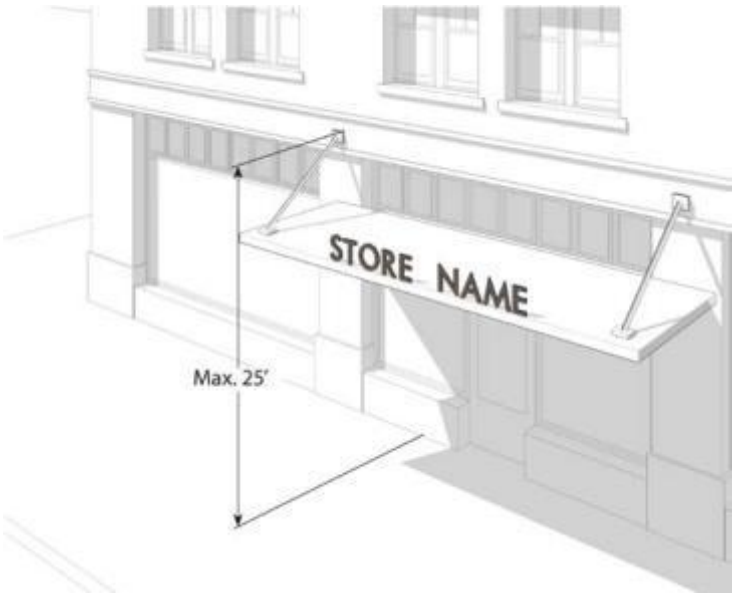


Figure 10-50.100.050B

Canopy Sign



~~(2)~~**b.** Building Mounted Sign.

(~~a~~1) ~~**The standards provided in Table 10-50.100.060.C, Standards for Building Mounted Signs, shall apply to building mounted signs in all zones where allowed by Table 10-50.100.060.A, Standards for Permanent Signs by Use.**~~ **Building Mounted Signs may not face an adjacent residentially zoned property.**

(2) The width of the Sign shall not be greater than 80% of the width of the Building element on which it is displayed.

(3) Service Island Canopy signage is required to meet the standards for Building Mounted Signs.

(4) Increases in allowable Sign area granted under Section 10-50.100.070, Sign Design Incentives shall not be greater than 50% of the largest area permitted for Building Mounted Signs in Table 10-50.100.050.A, Standards for Permanent Signs by Use.

Table 10-50.100.060.C: Standards for Building Mounted Signs

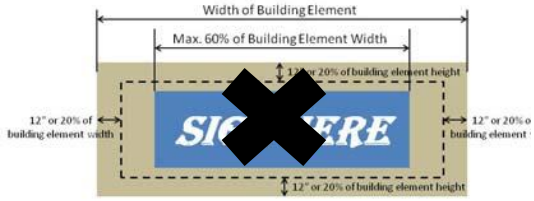
-	Standard
Sign Area	**See this section and Table 10-50.100.060.A (Standards for Permanent Signs by Use).**
Mounting Height	**See Table 10-50.100.060.A (Standards for Permanent Signs by Use).**
Sign Placement 	**The total sign area for signs on single-tenant or multi-tenant buildings may be placed on any building elevation, subject to the following standards:** **(1) At least 1 sign shall be associated with the building entry zone[1] (may be wall mounted, projecting, awning, etc.);** **(12) No sign shall face an adjacent adjoining residentially zoned property;** **(3) Signs shall be placed at least 12 inches or 20% of the width of the building element on which they are mounted, whichever is less, from the sides of the building element;** **(24) The width of the sign shall be not greater than 80 % 60% of the width of the building element on which it is displayed;** **(5) Signs shall be placed at least 12 inches or 20% of the height of the building element on which they are mounted, whichever is less, from the top and bottom edge of the building element.** **If vertically placed on a mansard roof, structural supports shall be minimized, and secondary supports (angle irons, guy wires, braces) shall be enclosed/hidden from view.**

Table 10-50.100.060.C: Standards for Building Mounted Signs

-	Standard
Total Allowable Sign Area	**Max. sign area for businesses with multiple frontages, and for all building elevations on a single stand-alone business is 200 sq. ft., subject to the provisions of this section, including Sections 10-50.100.070 and 10-50.100.080.**
2 or More Businesses Served by a Single Common Entrance	**Considered 1 business sign for sign computation purposes; max. of 1.5 sq. ft. for each linear foot of building frontage of the entrance.**
Sign for Non-Customer Service Entry	**Max. 1 nonilluminated building mounted sign; max. 6 sq. ft. in area; must be located adjacent to the entry.**
Illumination	**Permitted – See Section 10-50.100.050(C); except for single-family residences and duplexes.**
Permitting	**Sign permit is required, except for single-family residences and duplexes.**
Special Provisions	
Single Business with 1 Frontage – Increased Sign Area	**Additional sign area is permitted if the owner forgoes display of a freestanding sign permitted for the site, to a max. of 1.5 sq. ft. per linear foot of building frontage, to a max. sign area of 100 sq. ft.[2,3]**
Corner Sign Area Incentive	**Additional sign area is permitted for a sign mounted on the corner of a building and associated with a primary corner entrance; determined by adding 50% of the allowed sign area for the primary building frontage and 50% of the allowed sign area for the auxiliary building frontage (included in the total allowable sign area for building mounted signs).**

Table 10-50.100.060.C: Standards for Building Mounted Signs

-	Standard
Single Business with 2 or More Frontages – Increased Sign Area	Additional sign area is permitted for one or both building mounted signs if the owner forgoes display of one or both freestanding signs permitted for the site, to a max. of 1.5 sq. ft. per linear foot of building frontage along each street where no freestanding sign will be displayed, up to a max. sign area of 100 sq. ft. per building frontage.[2,3]
Additional Increases in Sign Area	Additional sign area may be sought under Section 10-50.100.080, Sign Design Performance Standards.
Painted Wall Signs	Painted wall signs are permitted on any exterior building wall of an individual tenant space or building.
	Painted wall signs shall be included in the total allowable area for building mounted signs.
	The allowable area for a painted wall sign shall be increased by 10%. Shall be professionally painted.
	Nonilluminated or externally illuminated with down directed, fully shielded fixtures only.

End Notes

[1]Building entries in this context do not include service entries or separate doors for lodging rooms.

[2]Requests to use this provision are reviewed under the normal sign permit application procedure, in accordance with Section 10-20.40.120, Sign Permit – Permanent Signs.

[3]A release of rights to a freestanding sign for the duration of use of a larger building mounted sign is required with a sign permit, evidenced by a recordable form of acceptance signed by the property owner.

Figure 10-50.100.~~060B~~050C

Standards for Building Mounted Signs



~~(3) Canopy Sign.~~

~~(a) Canopy signs are not permitted in residential zones.~~

~~(b) The standards provided in Table 10-50.100.060.D, Standards for Canopy Signs, shall apply.~~

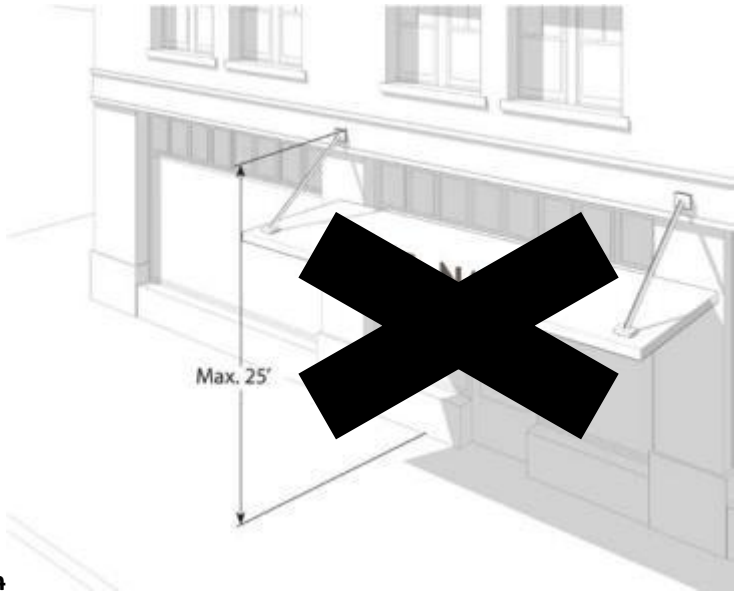
~~Table 10-50.100.060.D: Standards for Canopy Signs~~

~~-~~	~~Standard~~	~~Other Requirements~~
~~Sign Area – (Copy, including logo)~~	~~1 sq. ft. of sign area per lineal foot of canopy width.~~	~~Included in the total allowable sign area for building mounted signs.~~
~~Mounting Height~~	~~Max. 25 feet for ground floor canopies.~~	
	~~Min. of 8 feet from the bottom of the canopy to the nearest grade or sidewalk.~~	
~~Sign Placement~~	~~Only above the doors and windows of the ground floor of a building.~~	
	~~A canopy shall not project beyond the edges of the face of the building wall or architectural element on which it is located.~~	

Table 10-50.100.060.D: Standards for Canopy Signs		
-	Standard	Other Requirements
	Shall not extend horizontally a distance greater than 60% of the width of the canopy on which it is displayed.[1]	
Setback from Back of Curb	Min. 18 inches	-
Illumination	Internal illumination only for the letters or logos mounted on a canopy. May also be nonilluminated.	
Permitting	Sign permit is required.	
End Notes		

[1]If a canopy is placed on multiple store fronts, each business is permitted signage no greater than 60 percent of the store width or tenant space.

Figure 10-50.100.060C



Canopy Sign

~~(4)~~**c.** Changeable Copy Sign. ~~**The standards provided in Table 10-50.100.060.E, Standards for Changeable Copy Signs, shall apply.**~~

(1) Permitted only as an integral part of a Building Mounted Sign or a Freestanding Sign.

(2) Hotel and Motel Room Rate Signs. Signs for hotels and motels that post room rates on an outdoor advertising Sign shall comply with the requirements of Chapter 3-04, Motels and Hotels.

~~**Table 10-50.100.060.E: Standards for Changeable Copy Signs**~~

-	~~**Standard**~~
~~**Sign Area**~~	~~**Max of 20% of the sign area (does not apply to signs required by law)**~~ ~~**Changeable copy sign area is included in the total allowable sign area.**~~
~~**Sign Placement**~~	~~**Permitted only as an integral part of a building mounted sign or a freestanding sign.**~~
~~**Background Color and Illumination**~~	~~**Illumination permitted – See Section 10-50.100.050(C), Sign Illumination, except that a white, off-white, or cream background is permitted when less than 20% of the maximum allowed sign area.**~~
~~**Permitting**~~	~~**Sign permit is required.**~~

Figure 10-50.100.~~060D~~050D

Changeable Copy Sign



~~(5)~~d. Driveway Signs.

(~~a~~1) ~~Driveway signs are exempted from the total allowable sign area permitted for each use.~~ Driveway Signs may be double sided.

(~~b~~2) ~~The standards provided in Table 10-50.100.060.F, Standards for Driveway Signs, shall apply.~~ A minimum 5-foot setback is required from all street Frontage lines unless incorporated into a permitted fence/wall Structure.

(3) Driveway Signs shall be maintained in areas that are free and clear of weeds and debris.

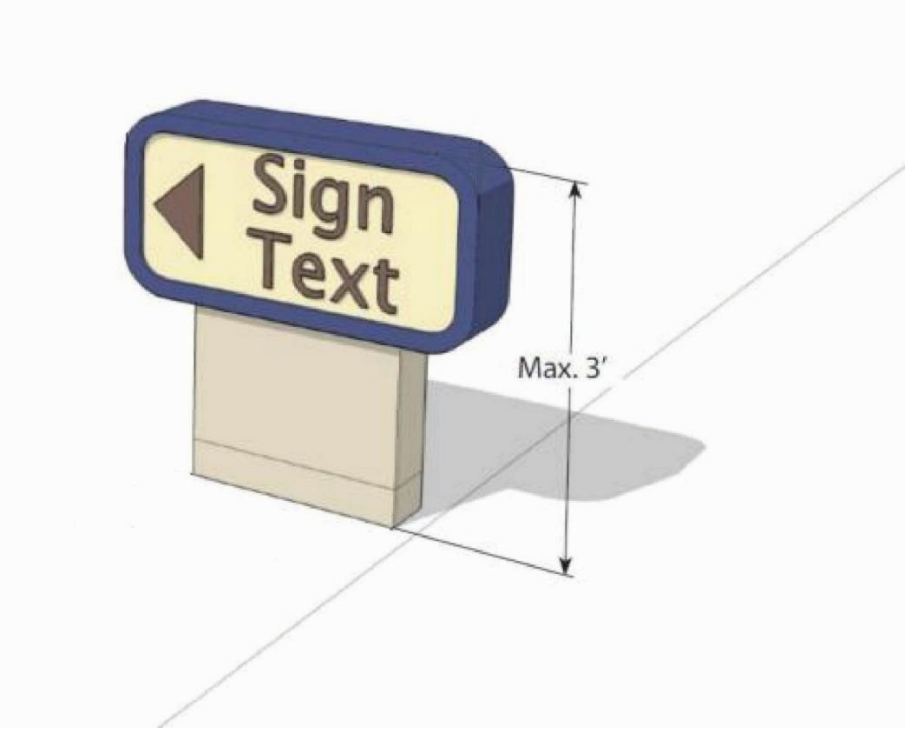
~~Table 10-50.100.060.F: Standards for Driveway Signs~~

-	~~Standard~~	~~Other Requirements~~

~~Table 10-50.100.060.F: Standards for Driveway Signs~~		
~~-~~	~~Standard~~	~~Other Requirements~~
~~Sign Area~~	~~3 sq. ft. per face.~~	~~May be double-sided.~~
~~Mounting Height – Building Mounted Sign~~	~~Max. 8 feet from grade.~~	~~Flat against a wall of the building.~~
~~Mounting Height – Freestanding Sign~~	~~Max. 3 feet from grade.~~	
~~Number of Signs~~	~~Max. 1 at each driveway or drive-through lane.~~	
~~Illumination~~	~~Internal illumination only.~~	~~May also be nonilluminated.~~
~~Permitting~~	~~Sign permit is required.~~	

Figure 10-50.100.~~060E~~050E

Driveway Sign



~~(6)~~e. Directory Sign. ~~The standards provided in Table 10-50.100.060.G, Standards for Directory Signs, shall apply.~~

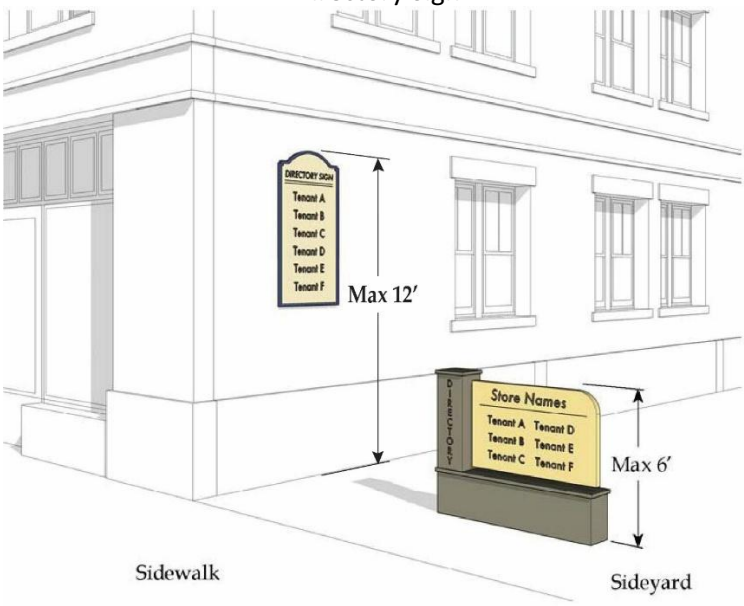
(1) Directory Signs shall be pedestrian oriented Signs associated with the Building Entry Zone of a multi-tenant Building.

~~Table 10-50.100.060.G: Standards for Directory Signs~~

-	~~Standard~~	~~Other Requirements~~
~~Sign Area~~	~~Signs ≤ 16 sq. ft. and not visible from the public right-of-way are not included in the total allowable sign area.~~	~~Signs > 16 sq. ft. in area or visible from the public right-of-way are counted in the total allowable sign area.~~
~~Mounting Height~~	~~Max. 12 feet.~~	
~~Freestanding Sign Height~~	~~Max. 6 feet.~~	
~~Sign Placement~~	~~Building mounted preferred; may be mounted on a low profile freestanding sign structure.~~	~~Shall be associated with the building entry zone of the businesses within a multi-tenant development, and/or within pedestrian-oriented open spaces.~~
~~Illumination~~	~~Nonilluminated, internally illuminated, or indirectly illuminated. See Section 10-50.100.050(C).~~	
~~Permitting~~	~~Sign permit is required.~~	

Figure 10-50.100.~~060F~~050E

Directory Sign



~~(7)~~**f.** Freestanding Signs.

(~~a~~**1**) The number and type of ~~f~~**F**reestanding ~~s~~**S**igns allowed for single and multiple tenant uses are derived from the use, zone, location, and length of ~~d~~**D**evelopment ~~s~~**S**ite ~~f~~**F**rontage as outlined in this section and Table 10-50.100.~~060~~**050**.A., Standards for Permanent Signs by Use.

(~~b~~**2**) Sign types are classified as "Type A" and "Type B" based on street designations established and mapped in the General Plan. These classifications are used to determine the number of signs allowed on a ~~d~~**D**evelopment ~~s~~**S**ite and their permitted size and height. Type A ~~s~~**S**igns are allowed on street ~~f~~**F**rontages longer than 100 feet on major arterials, while Type B ~~s~~**S**igns are allowed on street ~~f~~**F**rontages less than 100 feet on minor arterials or smaller street types.

(~~c~~**3**) A ~~f~~**F**reestanding ~~s~~**S**ign may consist of more than one ~~s~~**S**ign panel provided all such ~~s~~**S**ign panels are consolidated into one common integrated ~~s~~**S**ign structure. In the event a ~~s~~**S**ign is installed that does not utilize the maximum ~~s~~**S**ign area permitted, any supplemental additions shall comply with, and be compatible with, the existing ~~s~~**S**ign structure.

(~~d~~4) ~~The standards provided in Table 10-50.100.060.H,, Standards for Freestanding Signs, shall apply.~~ A minimum 5-foot setback from all Frontage lines is required unless the Sign is incorporated into a permitted fence/wall Structure. A minimum 15-foot setback is required from interior side property lines.

(5) Freestanding Signs may not be placed on Frontage lines adjacent to Interstate Highways.

(6) On a Development Site where more than one Freestanding Sign is permitted, Signs are not transferable in whole or in part, from one street Frontage to another.

(7) Freestanding Signs shall be maintained in areas that are free and clear of weeds and debris.

(8) Increases in allowable Sign area granted under Section 10-50.100.070, Sign Design Incentives, shall not be greater than 50% of the largest area permitted for Freestanding Signs in Table 10-50.100.050.A, Standards for Permanent Signs by Use.

~~Table 10-50.100.060.H.: Standards for Freestanding Signs~~

~~Standard~~		
~~Sign Area~~	~~See Table 10-50.100.060.A, Standards for Permanent Signs by Use.~~	
~~Sign Height~~	~~See Table 10-50.100.060.A, Standards for Permanent Signs by Use.~~	
	~~Elements to enhance the design of a sign structure may extend above the sign to a max. of 20% of the sign's allowed height, or 12 inches, whichever is greater.~~	
~~Number and Type of Signs~~	~~Determined by the length of the development site frontage line.[1, 3]~~	
~~Street Type[2]~~	~~Major Arterials~~	~~Minor Arterials or Other Streets~~
~~Frontage line of ≤100 ft.~~	~~Max. 1 Type B Sign.~~	~~Max. 1 Type B Sign.~~
~~Frontage line >100 ft. but <500 ft.[2]~~	~~Max. 1 Type A Sign.~~	~~Max 1 Type B Sign.~~

Table 10-50.100.060.H.: Standards for Freestanding Signs	
Frontage line ≥500 ft.[2]	Max. 1 Type A Sign and Max. 1 Type B Sign, but the combined area of the Type A and Type B signs shall not exceed the maximum area permitted in Table 10-50.100.060.A.[3]
	Must be separated by min. 150 ft. measured on the street frontage line.
Special Provisions	**Standard**
Sign Width	The sign base must be a min. of 60% of the width of the sign cabinet or face. A freestanding sign may be mounted on 2 or more posts with a min. diameter/dimension of 8" if the sign complies with standards of Section 10-50.100.060.A Sign Design Performance Standards.
Sign Placement	Freestanding signs may only be placed on the street frontage line on which the sign is authorized in accordance with this section and Table 10-50.100.060.A, Standards for Permanent Signs by Use, and not interstate highways.
	On a development site where more than 1 freestanding sign is permitted, signs are not transferable in whole or in part, from 1 street frontage to another.
	Flag lot sites with frontage on a public street are permitted 1 sign on the frontage providing primary access to the site.
Name of Shopping Center or Development Site	The name of a shopping center or development site is exempt from the area and height limits for freestanding signs; it may have a max. height of 2 feet and be no wider than the width of the sign.
Setbacks	Min. of 5 feet from the street side property line.
	Min. of 15 feet from any interior side lot line.
	Min. of 30 feet from any residential district or use.

~~Table 10-50.100.060.H.: Standards for Freestanding Signs~~	
~~Single- or Multi-Tenant Development Site with Corner Location – Increased Sign Area[1], [2]~~	~~When only 1 freestanding sign is proposed where 2 are permitted, the allowable sign face area may be increased to a max. of 35% over the largest freestanding sign permitted in Table 10-50.100.060.A, Standards for Permanent Signs by Use.~~
	~~A sign located at a corner is permitted in compliance with *Engineering Standards*, Section 13-10-006-0002, Intersection Sight Triangles, Clear View Zones.~~
~~Additional Increases in Sign Area~~	~~Increases in allowable sign area granted under Section 10-50.100.080, Sign Design Performance Standards, shall not be greater than 50% of the largest area permitted for freestanding signs in Table 10-50.100.060.A, Standards for Permanent Signs by Use.~~
~~Post Sign~~	~~Max. 1 post sign per frontage.~~
	~~Sign permit is required unless the post sign advertises property or a portion of the property for sale, rent or lease, in which case no sign permit is required and the sign area will be included in the allowable area for portable signs. See Table 10-50.100.090-A.~~
~~Landscaping~~	~~A landscaped area consisting of shrubs and/or perennial ground cover plants with a max. spacing of 3 feet on center is required around the base of all freestanding signs. The landscape area must be minimum of 2.5 sq. ft. for each 1 sq. ft. of sign area.~~
	~~Where appropriate, trees required under Division 10-50.60, Landscaping Standards, shall be planted in a manner to frame or accent the sign.~~
~~Illumination~~	~~Permitted – See Section 10-50.100.050(C); except for single-family residences and duplexes.~~
~~Permitting~~	~~Sign permit is required, except for single-family residences and duplexes.~~

~~Table 10-50.100.060.H.: Standards for Freestanding Signs~~
~~End Notes~~
~~[1]For development sites with frontage on more than one street, the signage for each street shall be determined by the length of each individual frontage line of the site.~~
~~[2]For multi-tenant buildings, developments sites, or shopping centers only, the frontage line length standard is reduced from 500 feet to 400 feet.~~
~~[3]Refer to Section 10-20.60.110, Nonconforming Signs, if an existing nonconforming sign is present.~~
~~[4]A sign permit issued under this provision requires a release of rights to additional freestanding signs for the duration of use of the single larger sign, evidenced by a recordable form of acceptance signed by the property owner.~~

Figure 10-50.100.~~060G~~050F

Freestanding Sign

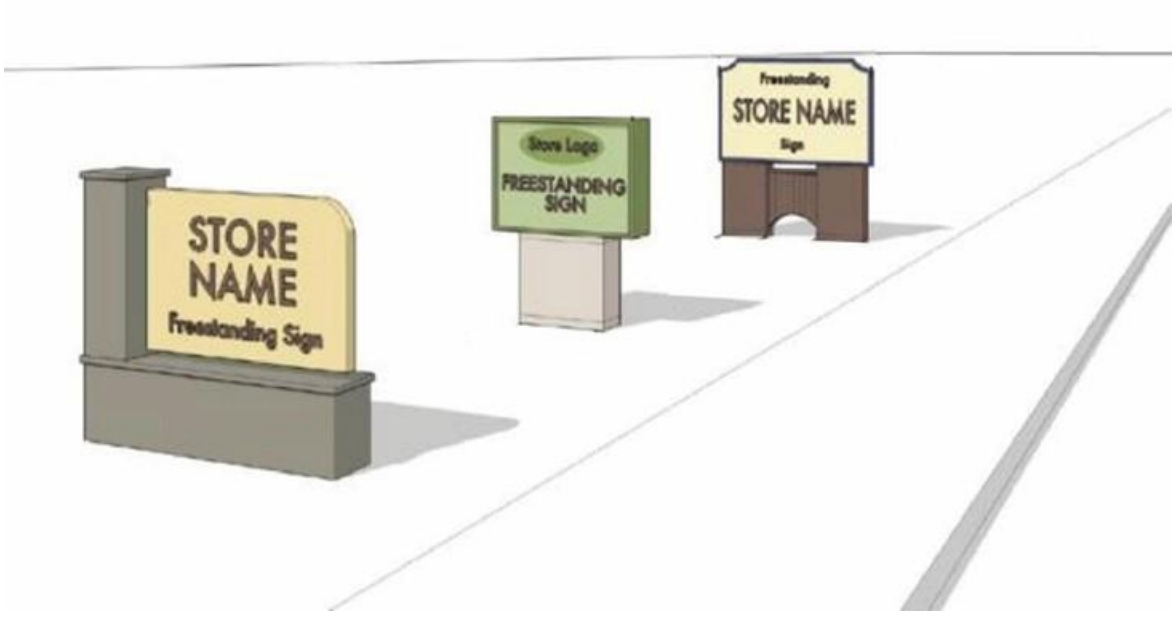


Figure 10-50.100.~~060G~~050G

Landscape Wall Sign



~~**(8) Interpretative Sign. The standards provided in Table 10-50.100.060.I, Standards for Interpretative Signs, shall apply.**~~

~~**Table 10-50.100.060.I: Standards for Interpretative Signs**~~

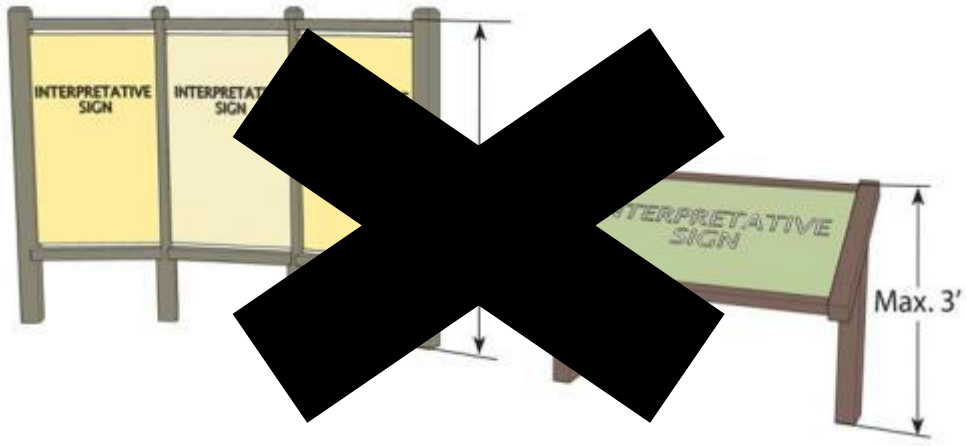
~~-~~	~~**Standard**~~	~~**Other Requirements**~~
~~**Sign Area**~~	~~-~~	~~**Not included in the total allowable sign area for freestanding signs.**~~
~~**Low-profile sign**~~	~~**Max. 6 sq. ft.**~~	
~~**High-profile sign**~~	~~**Max. 12 sq. ft.**~~	~~**Max. of 3 high-profile signs may be combined as 1 sign panel.**~~
~~**Height**~~	~~-~~	~~-~~
~~**Low-profile sign**~~	~~**Max. 3 feet from grade.**~~	
~~**High-profile sign**~~	~~**Max. 7 feet from grade.**~~	
~~**Sign Characteristics**~~	~~**Pedestrian scaled and oriented.**~~	
	~~**Context sensitive design.**~~	
	~~**Shall not include advertising for any facility or organization.**~~	

Table 10-50.100.060.I: Standards for Interpretative Signs		
-	Standard	Other Requirements
	Shall not direct a reader to another sight, event, or subject.	
Number of Signs	No limit.	
Illumination	Not permitted.	
Permitting	Sign permit is required.[1]	
End Notes		

[1]Interpretative signs for environmental purposes shall be submitted for content review by the Open Spaces Commission and interpretative signs for heritage, cultural, or historic purposes shall be submitted for content review by the Heritage Preservation Commission prior to staff review.

Figure 10-50.100.060H

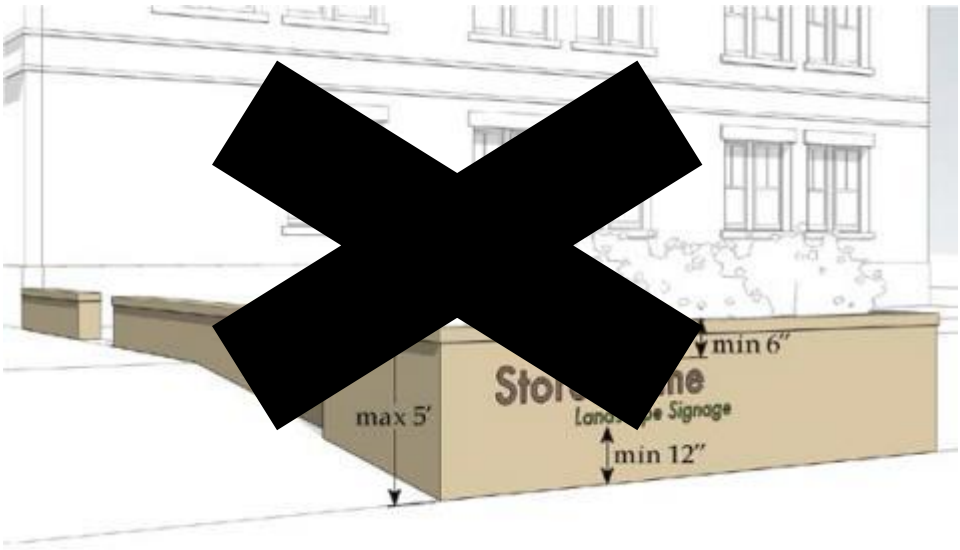
High-Profile and Low-Profile Interpretative Sign



(9) Landscape Wall Sign. The standards provided in Table 10-50.100.060.J, Standards for Landscape Wall Signs, shall apply.

Table 10-50.100.060.J: Standards for Landscape Wall Signs		
-	Standard	
Sign Area	Nonresidential Use in Commercial or Industrial Zone	Max. 24 sq. ft.
-	Single-family Subdivision, Multi-family Developments, or Manufactured Home Parks	Max. 24 sq. ft.
-	Master Planned Communities	Max. 36 sq. ft.
-	Institutional Uses in All Zones	Max. 32 sq. ft.
-	Landscape Wall Signs are included in the total allowable sign area for building mounted signs. May also be considered a freestanding sign, e.g., when used as a subdivision entry sign.	-
Height of Landscape Wall	Max. 5 feet from grade.	
Mounting Height	The sign copy shall be a min. of 6 inches below the top of the wall and 12 inches above ground level. Signs shall not project above or beyond the top or sides of the landscape wall.	
Number of Signs	Multiple signs are permitted to a maximum of 24 sq. ft., and sign(s) shall not cover more than 40% of the landscape wall's background area.	
Sign Placement	Perimeter/screen walls and all signs located at a corner shall comply with *Engineering Standards*, Section 10-06-020, Intersection Sight Triangles, Clear View Zones, unless the wall on which the sign is located is less than 30 inches in height.	
Illumination	Permitted – See Section 10-50.100.050(C).	
Permitting	Sign permit is required.	

Figure 10-50.100.060I



~~Landscape Wall Sign~~

~~(10)~~g. Projecting and/or Suspended Sign. ~~The standards provided in Table 10-50.100.060.K, Standards for Projecting Signs, shall apply.~~

(1) Projecting Signs shall not extend more than 4 feet from the wall of a Building.

(2) Suspended Signs shall extend beyond the edge of the Building Façade or overhang on which it is placed.

~~Table 10-50.100.060.K: Standards for Projecting Signs~~

-	~~Standard~~
~~Sign Area~~	~~Max. 16 sq. ft. (included in the total allowable sign area for building mounted sign area).~~
~~Mounting Height~~	~~Min. of 8 feet from the bottom of the sign to the nearest grade or sidewalk.~~
~~Number of Signs~~	~~Max. 1 per business.~~
~~Maximum Projection~~	~~Shall extend a max. of 4 feet from the building.~~
~~Illumination~~	~~Nonilluminated or externally illuminated with down directed, fully shielded fixtures only.~~

~~Table 10-50.100.060.K: Standards for Projecting Signs~~

	~~Standard~~
~~Permitting~~	~~Sign permit is required.~~

Figure 10-50.100.~~060J~~050H

Projecting Sign



~~(11)~~h. Roof Mounted Sign. ~~The standards provided in Table 10-50.100.060.L, Standards for Roof Mounted Signs, shall apply.~~

(1) Roof Mounted Signs are only permitted on slope roofed Buildings.

(2) Roof Mounted Signs shall not project above the roof peak.

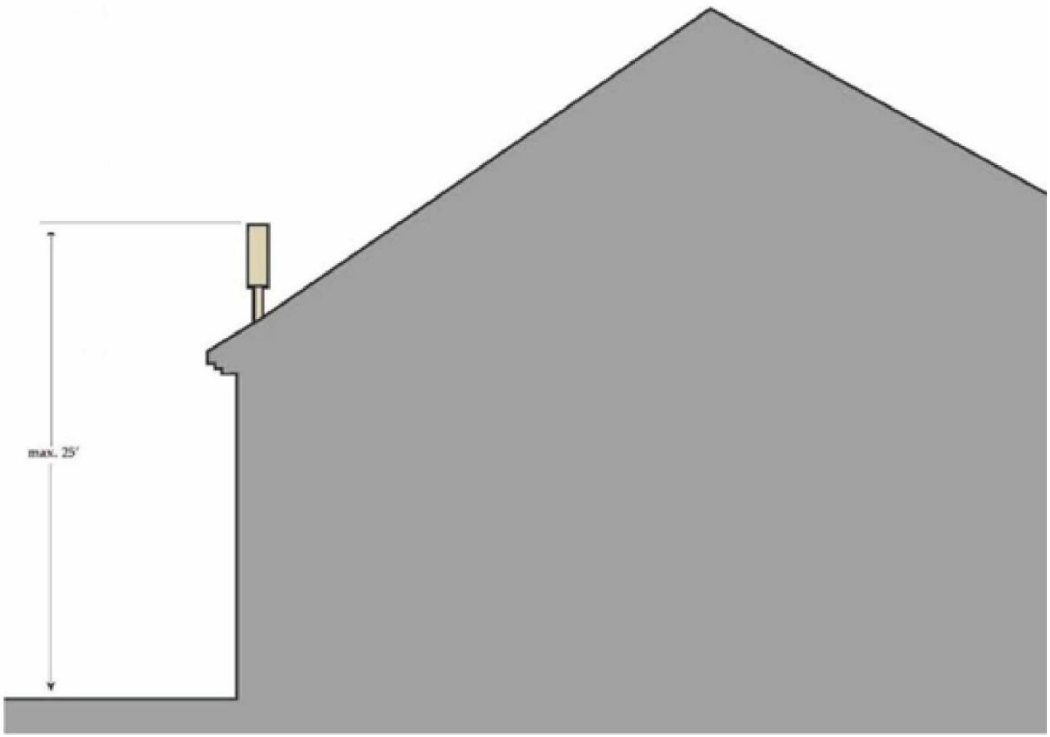
(3) Roof Mounted Sign structural supports shall be minimized.

~~Table 10-50.100.060.L: Standards for Roof Mounted Signs~~

-	Standard	Other Requirements
Sign Area	See Table 10-50.100.060.A, Standards for Permanent Signs by Use.	Such signs are included in the total allowable sign area for building mounted signs.
Mounting Height	Max. 25 feet from grade.	
Number of Signs	See Table 10-50.100.060.A, Standards for Permanent Signs by Use.	
Sign Placement	Permitted on sloped roof buildings only where no walls exist to accommodate a building mounted sign. Only on the lowest 1/3 of the slope of the roof, such that the sign does not project above the roof peak or break the silhouette of the building as viewed from the front of the sign face.	
Installation	Roof mounted signs shall be installed so that the structural supports of the sign are minimized. Angle irons, guy wires, braces or other secondary supports shall appear to be an integral part of the roof or roof sign.	
Illumination	Permitted – See Section 10-50.100.050(C).	
Permitting	Sign permit is required.	

Figure 10-50.100.~~060K~~050J

Roof Mounted Sign

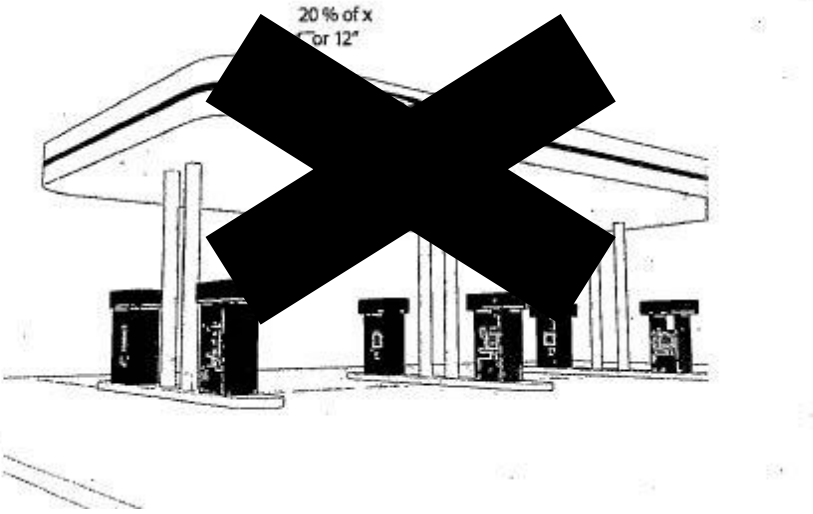


~~(12) Service Island Canopy Sign. The standards provided in Table 10-50.100.060.M, Standards for Service Island Canopy Signs, shall apply.~~

~~Table 10-50.100.060.M: Standards for Service Island Canopy Signs~~	
~~-~~	~~Standard~~
~~Sign Area~~	~~Included in the total allowable building mounted sign area – See Table 10-50.100.060.C.~~
~~Illumination~~	~~Permitted – See Section 10-50.100.050(C).~~
~~Permitting~~	~~Sign permit is required.~~

~~Figure 10-50.100.060L~~

Service Island Canopy Sign

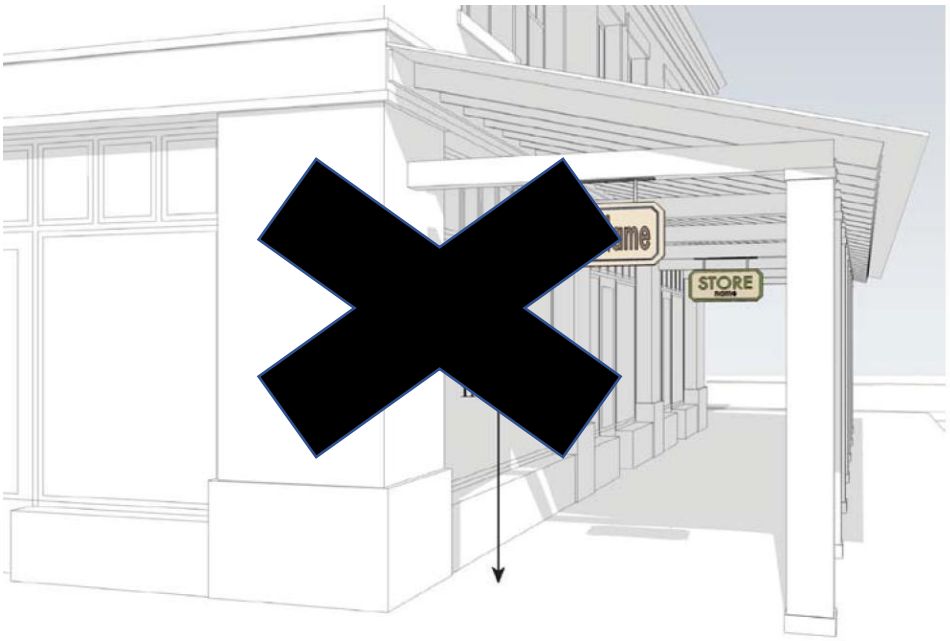


~~**(13) Suspended Sign. The standards provided in Table 10-50.100.060.N, Standards for Suspended Signs, shall apply.**~~

~~**Table 10-50.100.060.N: Standards for Suspended Signs**~~

~~-~~	~~**Standard**~~	~~**Other Requirements**~~
~~**Sign Area**~~	~~**Signs ≤ 4 sq. ft. are not included in the total allowable sign area for building mounted sign area.**~~	~~**Signs > 4 sq. ft. in area are included in the total allowable building mounted sign area.**~~
~~**Sign Placement**~~	~~**On or immediately adjacent to the business the sign identifies.**~~	~~**Min. of 8 feet from the bottom of the sign to nearest grade/sidewalk.**~~ ~~**Sign shall not extend beyond the edge of the building facade or overhang on which it is placed.**~~
~~**Number of Signs**~~	~~**Max. 1.**~~	
~~**Illumination**~~	~~**Permitted – See Section 10-50.100.050(C).**~~	
~~**Permitting**~~	~~**Sign permit is required.**~~	

~~**Figure 10-50.100.060M**~~



~~Suspended Sign~~

~~(14)~~**i.** Window Sign. ~~The standards provided in Table 10-50.100.060.O, Standards for Permanent Window Signs, shall apply.~~

(1) Window Signs shall be mounted on the interior side of the window.

~~Table 10-50.100.060.O: Standards for Permanent Window Signs~~

~~-~~	~~Standard~~	~~Other Requirements~~
~~Sign Area~~	~~Combined area of temporary and permanent window signs shall not exceed 40% of the area of the window on or within which they are displayed.~~	~~Signs constructed of perforated vinyl or painted on the window shall be included as part of the 40% area calculation.~~
		~~Permanent window signs are included in the total allowable sign area for building mounted signs.~~
~~Sign Placement~~	~~No higher than first story windows.~~	~~Inside mounting required.~~

~~Table 10-50.100.060.O: Standards for Permanent Window Signs~~

-	~~Standard~~	~~Other Requirements~~
~~Illumination~~	~~Neon illumination only.~~	~~Fixed copy or display only – no flashing, blinking, or moving text or images are permitted.~~
~~Permitting~~	~~Sign permit is required.~~	
~~Open Signs~~	~~Max. 2 sq. ft.~~ ~~Max. 1 per business.~~	~~Excluded from the total allowable building mounted sign area.~~ ~~No sign permit required.~~

Figure 10-50.100.~~060N~~050K

Window Sign



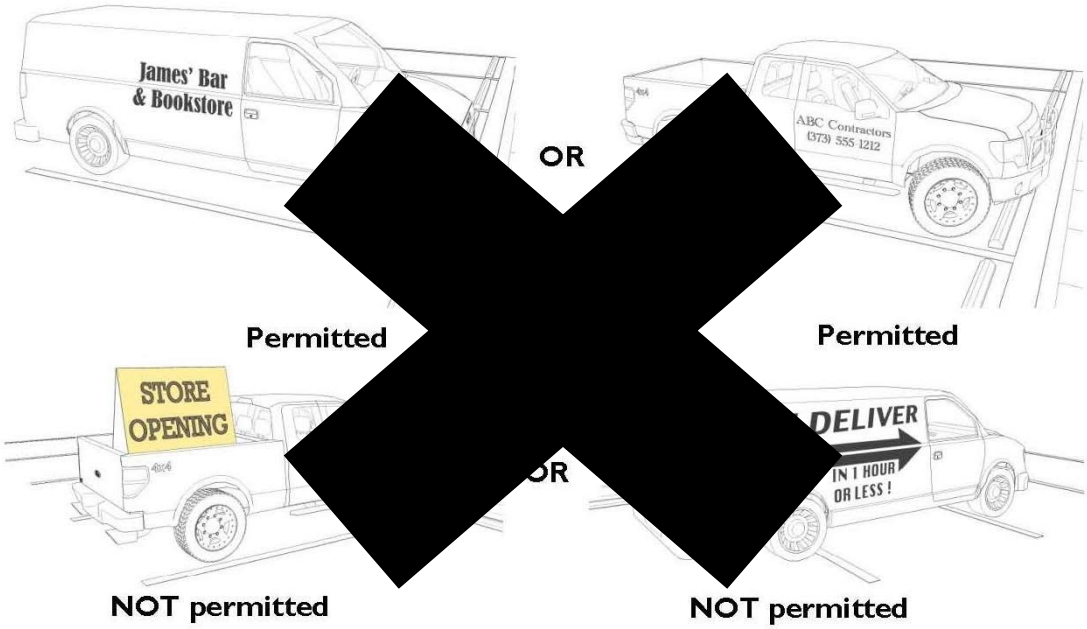
~~(15) Vehicle Signs. The standards provided in Table 10-50.100.060.P., Standards for Vehicle Signs, shall apply.~~

~~Table 10-50.100.060.P.: Standards for Vehicle Signs~~

~~-~~	~~Standard~~	~~Other Requirements~~
~~Vehicle Signs~~		
~~Vehicle Sign~~	~~May be:~~ ~~(1) Permanently painted or wrapped on the surface of a vehicle;~~ ~~(2) Adhesive vinyl film affixed to a window; or~~ ~~(3) Magnetically attached to a vehicle.~~	~~May only indicate the name of the business and owner.~~
~~Vehicle Use~~	~~The vehicle must be regularly and consistently used in the normal daily conduct of the business, e.g., used for delivering or transporting goods or providing services related to the business.~~ ~~Vehicle shall be operable and properly licensed.~~ ~~When not in use the vehicle shall be parked in a lawful manner on the business property so as not to be visible from the public right-of-way, or if this is not possible, as far from the public right-of-way as possible.~~ ~~The intent of these regulations is to prohibit the use of vehicle signs as billboards or permanent freestanding signs.~~	

~~**Figure 10-50.100.060.O.**~~

~~**Signs on Vehicles Used for Business Purposes**~~



10-50.100.~~070~~060 Comprehensive Sign Programs

A. Purpose.

1. The purpose of this section is to provide a **voluntary** process to respond to special signage needs**.** ~~**for proposed or existing multi-family residential and nonresidential uses, as well as to provide for sign design incentives that promote superior sign design, materials and methods of installation.**~~

2. A comprehensive sign program provides ~~**nonresidential and multi-family residential uses with**~~ flexibility to develop innovative, creative, and effective signage ~~**and**~~ to improve the aesthetics of the **development** ~~**City**~~. ~~**This program also provides an alternative to minimum standard signage subject to sign design performance standards.**~~ **Sign design incentives may be utilized to promote enhanced design, materials, and methods of installation.**

B. Applicability.

1. Comprehensive sign programs ~~**apply to**~~ **may only be used for mixed-use developments, multi-tenant buildings, shopping centers, and master planned communities.** ~~**proposed or existing nonresidential and multi-family residential uses as follows:**~~

~~**1. A comprehensive sign program is required for:**~~

~~**a. All proposed nonresidential single-tenant, multi-tenant, or multi-story developments, and residential master planned communities; and**~~

~~**b. Existing nonresidential multi-tenant uses, when:**~~

~~**(1) A building addition and/or an increase of use is proposed in terms of gross floor area, seating capacity, or other units of measurement indicating an intensification of use of 25 percent or more; or**~~

~~**(2) An exterior structural remodeling of the building facade is proposed which affects signage.**~~

~~**2. A comprehensive sign program may voluntarily be developed and maintained by the owner, applicant, or representative of any new or existing nonresidential and multi-family residential use, when the owner, applicant or representative seeks allowed adjustments under Section 10-50.100.080, Sign Design Performance Standards. Any adjustments authorized under a comprehensive sign program using the sign design performance standards apply to all building mounted signs and freestanding signs within the boundaries of the subject site.**~~

C. Review.

1. ~~**Applications for a**~~ **A** comprehensive sign program **shall require the submittal of a Sign Permit in accordance with Section 10-20.40.120 Sign Permit – Permanent Signs and is subject to the comprehensive sign program fee.**~~**, including a comprehensive sign program that utilizes the sign design performance standards provided in Section 10-50.100.080, Sign Design Performance Standards, shall be reviewed by the Director.**~~

2. All comprehensive sign program submittals shall be reviewed for compliance with the requirements of this division, and the Director shall either approve, conditionally approve, or deny the **Sign Permit for the** proposed comprehensive sign program. ~~**Following approval by the Director, a copy of the approved comprehensive sign program will be made available to the**~~

~~applicant.~~ Individual ~~s~~Signs for multi-tenant developments included within the approved comprehensive sign program are subject to the issuance of separate ~~s~~Sign ~~p~~Permits in compliance with this division. ~~A comprehensive sign program for a single-tenant development requires only one sign permit.~~

~~3. The Planning Commission shall review all comprehensive sign programs that request an increase in allowable sign height and area beyond the limits established in Section 10-50.100.080, Sign Design Performance Standards, for freestanding and building mounted signs for multi-tenant buildings and shopping centers.~~

D. Supplemental Provisions.

1. **Minor** Modifications**, as determined by the Director**, to an approved comprehensive sign program may be requested in compliance with the procedures set forth in this section **and subject to a standard Sign Permit fee**.

2. No ~~s~~Sign identified in this section may be placed upon real property without the consent of the real property owner(s), who shall either sign and submit the application for a comprehensive sign program or designate in writing an authorized representative.

3. A comprehensive sign program may be implemented in phases.

E. Submittal Requirements. A complete application for comprehensive sign program review and approval ~~is required following, or in conjunction with, the approval of the required site plan for the development, and prior to issuance of a building permit. The application shall be signed by the property owner(s), and/or their authorized agent(s), if appropriate, of the property covered by the comprehensive sign program, and~~ shall include the following:

1. An accurate site plan of the overall development, including all ~~p~~Parcels included within the multi-tenant development or master planned community, at a scale as determined by the Director;

2. The location(s) and sizes of existing and proposed ~~b~~Buildings, parking lots, driveways, streets and landscaped areas of the development;

3. The size, location, height, color, lighting source, and orientation of all proposed ~~s~~Signs for the development, with a computation of ~~s~~Signs area for each ~~s~~Signs type;

4. A complete set of ~~s~~Signs standards, including but not limited to style, colors, type(s), placement, letter size, and number of ~~s~~Signs, and ~~s~~Sign material(s);

5. A narrative description of the development to demonstrate that the sign program meets the required ~~findings and/or~~ sign design standards;

6. A nonrefundable ~~sign permit~~ fee as provided in Appendix 2, Planning Fee Schedule; ~~and~~

7. Any other information ~~as~~ deemed necessary **by the Director; and** ~~to meet the findings noted above.~~

8. The application shall be signed by the property owner(s), or their authorized agent(s).

F. Individual Signs Authorized by an Approved Comprehensive Sign Program. Sign ~~p~~Permits~~, which must be maintained in compliance with Section 10-20.40.120, Sign Permit – Permanent Signs,~~ are required for individual ~~s~~Signs ~~authorized by an approved comprehensive sign program, provided:~~

~~1. The signs~~ **and** comply with all applicable conditions of the approved comprehensive sign program~~;~~**.**

~~2. Sign permit applications are submitted within a time period specified as part of the conditions of the content or review of the comprehensive sign program, where applicable; and~~

~~3. Sign permit applications are submitted prior to any subsequent amendment to this division which is more restrictive than provisions existing when the comprehensive sign program was approved.~~

10-50.100.~~080~~**070** Sign Design ~~Performance Standards~~ **Incentives**

A. Sign Design Elements. Increases in the allowable area and/or height of certain types of ~~s~~Signs may be approved to encourage **enhanced design of** ~~p~~Permanent ~~s~~Signs **subject to the provisions below.** ~~with design features that are preferred by the City and the community at large.~~

The ~~preferred~~ **enhanced** design features detailed below shall apply to both ~~f~~Freestanding and ~~b~~Building ~~m~~Mounted ~~s~~Signs subject to the limitations in subsection (B) of this section. These design features are in addition to the base maximum area and height limitations in Table 10-50.100.~~060~~**050**.A, Standards for Permanent Signs by Use. ~~In addition, all signs located in multi-tenant centers are required to comply with the center's comprehensive sign program, if such a plan has been approved by the City.~~ **These**

incentives do not apply to individual Sign Permits within an approved comprehensive sign programs unless permitted within that development's comprehensive sign program.

1. Raised Letter Signs**.** This standard encourages the use of individual lettered business and logo design**.** ~~**, or where appropriate, signs containing copy, logo and/or decorative embellishments in relief on the face of the sign.**~~ Such improved ~~**s**~~**S**ign design enhances the readability of ~~**s**~~**S**ign ~~**c**~~**C**opy**.** ~~**and projects a positive image of the business or use**~~. A ~~**s**~~**S**ign area and/or height increase as established in Table 10-50.100.~~**080**~~**070**.A, Percentage Increases for Design Features Used, may be approved for ~~**s**~~**S**ign designs that display either:

a. Pan channel letters without raceways, or internal/indirect illuminated halo channel letters on an unlit or otherwise indistinguishable background on a ~~**f**~~**F**reestanding ~~**s**~~**S**ign or ~~**b**~~**B**uilding wall; or

b. ~~**Where appropriate, carved**~~ ~~**s**~~**S**igns with a three-dimensional textured surface that is integral to its design**.** ~~**, such as extensively carved, routed and/or sandblasted signs containing the business name and/or logo.**~~

Figure 10-50.100.~~**080**~~**070**A

Raised Letter Sign



Figure 10-50.100.~~080~~070B

Carved Sign

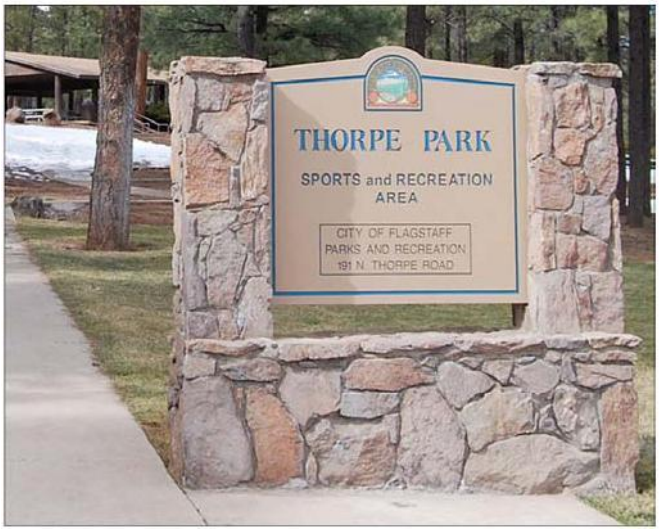


2. Simplified Letter and/or Logo Copy**.** The purpose of this standard is to encourage easily recognizable business identification while simplifying the appearance of the City streetscape. **To meet this standard, a business may only include text in one font in addition to their logo.** A ~~s~~Sign area and/or height increase, as established in Table 10-50.100.~~080~~070.A, Percentage Increases for Design Features Used, may be approved for the ~~s~~Signs utilizing this design standard.

3. **Freestanding** Sign Structure Materials**. A Sign area and/or height increase as established in Table 10-50.100.070.A, Percentage Increases for Design Features Used, may be approved for Signs that** ~~**This standard encourages the**~~ use ~~**of**~~ native or natural materials in **a minimum of 75 percent of** the construction of ~~s~~Sign **support** structures.~~**, resulting in improved and innovative sign design and an improved image of the business or development to which it refers. A sign area and/or height increase as established in Table 10-50.100.080.A, Percentage Increases for Design Features Used, may be approved for the sign designs in which a minimum of 75 percent of the sign structure and face are constructed of**~~ **Approved** native or natural materials~~**, including include:** malpais rock, flagstone, river rock, redwood, cedar, treated pine, used brick, and/or unpainted or unfinished nonreflective metals.

Figure 10-50.100.~~080~~070C

Sign Structure Materials



4. **Freestanding** Sign Structure Which Blends with the Development Site**. A Sign area and/or height increase as established in Table 10-50.100.070.A, Percentage Increases for Design Features Used, may be approved for Sign designs that integrate major architectural elements or details of the Development Site into the Building Facade for a Building Mounted Sign, or the support structure for a Freestanding Sign.** ~~**This standard encourages the incorporation of a sign and sign structure into a major element of a building facade or significant landscape feature, resulting in the creation of a unique image for the development or premises on which it is located. A sign area and/or height increase as established in Table 10-50.100.080.A, Percentage Increases for Design Features Used, may be approved for the sign designs that integrate major architectural elements or details of the development site into the building facade for a building mounted sign, or the support structure for a freestanding sign.**~~

Figure 10-50.100.~~080~~070D

Sign Structure which Blends with Development Site



5. Freestanding Signs of Reduced Height. This standard encourages the reduction of **allowed** overall height for ~~f~~**F**reestanding ~~s~~**S**ign. ~~**as established in Table 10-50.100.060.H, Standards for Freestanding Signs, while maintaining sign and site compatibility and improving the image of the business or development**~~. See Table 10-50.100.~~080~~070.A, Percentage Increases for Design Features Used, for percentage increases allowed.

Table 10-50.100.~~080~~070.A: Percentage Increases for Design Features Used

Single Tenant Use	Freestanding Sign		Building Mounted Sign	
	Area Increase	Height Increase	Area Increase	Height Increase
1. Raised Letter	15%	10%	10%	5%
2. Simplified Letter and/or Logo Copy	15%	10%	10%[1]	5%
3. **Freestanding** Sign Structure Materials	15%	15%	**N/A** ~~**10%**~~	**N/A** ~~**5%**~~
4. **Freestanding** Sign Structure Which Blends with Development Site	15%	15%	**N/A** ~~**10%**~~	**N/A** ~~**5%**~~

Table 10-50.100.~~080~~070.A: Percentage Increases for Design Features Used				
Single Tenant Use	Freestanding Sign		Building Mounted Sign	
	Area Increase	Height Increase	Area Increase	Height Increase
5. Freestanding Signs of Reduced Height	15% area increase for each 1 foot in height reduction **below the maximum allowed**		N/A	
Multi-Tenant Use				
1. Raised Letter	15%	10%	10%	5%
2. Simplified Letter and/or Logo Copy[2]	15%	20%	N/A	
3. **Freestanding** Sign Structure Materials	15%	15%	**N/A** ~~**10%**~~	**N/A** ~~**5%**~~
4. **Freestanding** Sign Structure Which Blends with Development Site	15%	15%	**N/A** ~~**10%**~~	**N/A** ~~**5%**~~
5. Freestanding Signs of Reduced Height	15% area increase for each 1 foot in height reduction		N/A	

End Notes

[1]Also applies to individual occupancy within a multi-tenant ~~**b**~~**B**uilding, development, or shopping center.

[2]Applies to multi-tenant ~~**b**~~**B**uilding, development or shopping center.

B. Cumulative Adjustments. Where more than one feature listed in subsection (A) of this section is proposed, the adjustment allowed for each individual feature is cumulative. **The maximum cumulative increase for both Building Mounted and Freestanding Sign Area shall not be greater than 50% of the largest area permitted in Table 10-50.100.050.A, Standards for Permanent Signs by Use.** ~~**Such sign area and/or height adjustment is measured and based upon the permitted sign area and height for the applicable site as determined in Section 10-50.100.060, Permanent Signs. Cumulative adjustments**~~

~~for sign area and sign height for freestanding and building mounted signs are provided in Table 10-50.100.080.B, Cumulative Adjustments.~~

~~Table 10-50.100.080.B: Cumulative Adjustments~~				
~~# of Features Used~~	~~Freestanding Signs~~		~~Building Mounted Sign~~	
	~~Area~~	~~Height~~	~~Area~~	~~Height~~
~~2~~	~~30%~~	~~20-30%[1]~~	~~20%~~	~~10%~~
~~3~~	~~45%~~	~~35-40%[1]~~	~~30%~~	~~15%~~
~~4~~	~~60%~~	~~50%~~	~~40%~~	~~20%~~
~~Standard #5 w/Standards 1 – 4~~	~~Not to exceed 75% of original max. permitted sign area~~	~~N/A~~	~~N/A~~	~~N/A~~
~~Cumulative Maximum Sign Area Increase Allowed~~	~~50%~~	~~50%~~	~~50%~~	~~20%~~

~~End Notes~~

~~[1]This percentage varies depending on which design features listed in Table 10-50.100.080.A are utilized.~~

10-50.100.~~090~~080 Portable **and/or Temporary** Signs

A. Purpose. ~~The Council finds that the proliferation of portable signs is a distraction to the traveling public and creates aesthetic blight and litter that threatens the public health, safety, and welfare.~~ The purpose of these regulations is to ensure that portable **and temporary** ~~s~~**S**igns do not create a distraction to the traveling public by eliminating the aesthetic blight and litter caused by portable **and temporary** ~~s~~**S**igns.

B. General to All. Portable **and/or Temporary** ~~s~~**S**igns must comply with the following:

1. **Portable Signs do not require a Sign Permit. Temporary** ~~W~~**w**all banners require a permit. See Section 10-20.40.130, Sign Permits – Wall Banners.

~~2. There is no limitation on the length of time that a portable sign may be displayed except for wall banners (see Table 10-50.100.090.B, Standards for Specific Portable Sign Types).~~

~~3~~ 2. Portable and/or Temporary ~~s~~Signs must not be placed on or affixed to any City property, including City ~~r~~Rights-of-~~w~~Way, except as specifically authorized in connection with a special event permitted under Chapter 8-12, Special Events.

~~4~~ 3. Portable and/or Temporary ~~s~~Signs shall not be placed in the clear view zone at street intersections or driveways (refer to Section 10-50.100.~~050(F)~~040(H), Sign Placement at Intersection).

C. Standards for Portable and/or Temporary Signs. Portable and/or Temporary ~~s~~Signs placed on private property are allowed ~~in all zones in compliance~~ with the following standards:

1. Portable and/or Temporary Signs shall not create a hazard for pedestrian or vehicular traffic and shall not be placed on a sidewalk or pedestrian pathway.

2. Portable and/or Temporary Signs may not include any form of illumination, animation, reflective material, or attachments.

~~1~~3. Time, Place, and Manner Restrictions for Portable and/or Temporary Signs on Private Property. Portable and/or Temporary ~~s~~Signs on private property shall comply with the standards provided in Table 10-50.100.~~090~~080.A, Standards for All Portable and Temporary Signs on Private Property.

Table 10-50.100.080.A
Standards for All Portable and Temporary Signs on Private Property

Sign Type	Max Area	Max Height	Location/ Placement	Max #	Time Limitation
A-frame or Upright	12 square feet per Sign, No more than 24 square feet per business or 48 square feet per Multi-Tenant Building	4 feet above grade	Only permitted in non-residential zones	No more than 4 Signs	N/A
Feather, Flag or Vertical Banner	12 square feet per Sign,	8 feet above grade	Only permitted in non-residential zones, Secure	No more than 4 Signs	N/A

Table 10-50.100.080.A Standards for All Portable and Temporary Signs on Private Property					
Sign Type	**Max Area**	**Max Height**	**Location/ Placement**	**Max #**	**Time Limitation**
	No more than 24 square feet per business or 48 square feet per Multi-Tenant Building		attachment to mounting pole required		
Yard	4 square feet per sign, No more than 16 square feet in residential zones, In non-residential zones, no more than 24 square feet per business or 48 square feet per Multi-Tenant Building	3 feet above grade	Permitted in any zoning district, Must be installed securely in the ground	No more than 4 Signs	N/A
Wall Banner	24 square feet per Sign, Not included in the total Sign area for other Portable Signs	25 feet above grade	Only permitted in non-residential zones, May only be mounted on a Building wall or support Structure.	One Sign allowed per business	30 days per calendar year, Shall not be used as permanent signage
Window	See Table 10-50.100.050.B. Not included in the total Sign area for other Portable Signs.	No higher than first story windows	N/A	N/A	30 days per calendar year, Shall not be used as permanent signage

~~Table 10-50.100.090.A: Standards for All Portable Signs on Private Property~~
~~Standard~~
~~Applicable to All Zones~~

Table 10-50.100.090.A: Standards for All Portable Signs on Private Property	
Standard	
Placement	Shall not create a hazard for pedestrian or vehicular traffic.
	Shall not be placed on a sidewalk or pedestrian pathway.
Height and Width	Refer to Table 10-50.100.090.B for height and width standards for individual portable signs.
Prohibited Elements	Any form of illumination, including flashing, blinking, or rotating lights.
	Animation.
	Reflective materials.
	Attachments, including, but not limited to, any balloons, ribbons, loudspeakers, etc.
Design and Construction	Professionally crafted.
	Of sufficient weight and durability to withstand wind gusts, storms, etc.
Commercial, Industrial, and Other Nonresidential Zones	
Period of Use	No limitation, except for wall banners. Refer to Table 10-50.100.090.B.
Area of All Portable Signs at Any One Time	Max. 24 sq. ft. per business; excludes the area of temporary window signs and wall banner signs.
	Exception: In the Flagstaff Central District, max. 12 sq. ft. per business; excludes the area of temporary window signs and wall banner signs. Refer to Section 10-50.100.100(A).
Number of Signs	Unlimited except that the total sign area of all portable signs must not exceed 24 sq. ft. per business.
	Exception: Multi-tenant shopping centers or offices – Max. 2 portable signs per 150 linear feet of property frontage not to exceed 24 sq. ft. combined.
Permitting	Sign permit is not required, except for wall banner signs.

~~Table 10-50.100.090.A: Standards for All Portable Signs on Private Property~~

~~Standard~~	~~All Residential Zones~~
~~Period of Use~~	~~No limitation.~~
~~Area of All Portable Signs at Any One Time~~	~~Max 16 sq. ft. per lot or parcel.~~
~~Number of Signs~~	~~Unlimited except that the total sign area of all portable signs shall not exceed 16 sq. ft.~~
~~Permitting~~	~~Sign permit is not required.~~

~~2. Types of Portable Signs. Portable signs shall comply with the standards provided in Table 10-50.100.090.B, Standards for Specific Portable Sign Types.~~

~~Table 10-50.100.090.B: Standards for Specific Portable Sign Types~~

~~Standard~~				~~Other Requirements~~
~~Portable Sign Type[1]~~	~~Height (Max.)~~	~~Width (Max.)~~	~~Area (Max.)~~	
~~A-Frame or Upright Sign~~	~~4' from grade~~	~~3'~~	~~12 sq. ft.~~	~~Only permitted in nonresidential zones.~~
~~Feather or Vertical Banner~~	~~8' from grade~~	~~2'~~	~~12 sq. ft.~~	~~Secure attachment to mounting pole required.~~ ~~Only permitted in nonresidential zones.~~
~~Yard Sign~~	~~3'~~	~~2'~~	~~4 sq. ft.~~	~~Installed securely in the ground.~~
~~Wall Banner~~	~~–~~	~~–~~	~~24 sq. ft.~~	~~May only be mounted on a building wall or on T-posts or stakes installed ≤ 6" from a wall on which the wall banner would be hung.~~

~~Table 10-50.100.090.B: Standards for Specific Portable Sign Types~~				
~~Standard~~				~~Other Requirements~~
				~~Mounting height – max. 25 feet from grade to the top of the wall banner.~~
				~~Only permitted in nonresidential zones.~~
				~~May only be displayed for 30 days per calendar year and shall not be used as permanent signs.~~
				~~Not included in the total sign area for all portable signs.~~
				~~Wall banner sign permit required.~~
~~Window Sign~~	~~–~~	~~–~~	~~Refer to End Note[2]~~	~~Placed no higher than first story windows.~~
				~~Inside mounting required.~~
				~~Not included in the total sign area for all portable signs.~~
~~Number of Signs~~	~~See Table 10-50.100.090.A.~~			

~~End Notes~~

~~[1]Other portable sign types may be allowed (e.g., fuel pump topper signs, wraps around waste receptacles, or balloon bobbers) provided the maximum area limitation for all portable signs is not exceeded.~~

~~[2]The area of temporary and permanent window signs combined (including signs constructed of perforated vinyl or painted on the window) shall not exceed 40% of the area of the window on or within which they are displayed.~~

~~3~~D. **Standards for Temporary** ~~**Civic and Nonprofit**~~ Event Signs on City Approved Sign Support Structures.

~~a~~1. Purpose. The City has installed banner sign support structures at certain locations within the community where banners advertising events organized and implemented by ~~civil~~ civic and nonprofit organizations, and events for which a special event permit has been approved by the Recreation Services Section, may be placed. ~~The purpose of these banner sign support structures is to provide a convenient, highly visible and safe location to display such banners. in order to minimize their proliferation within the community, which causes visual blight.~~

~~b~~2. Standards. Signs may be installed on City approved sign support structures in compliance with the standards provided in Table 10-50.100.~~090~~080.C, Standards for Signs on City-Approved Sign Support Structures.

Table 10-50.100.~~090~~080.C: Standards for Signs on City-Approved Sign Support Structures

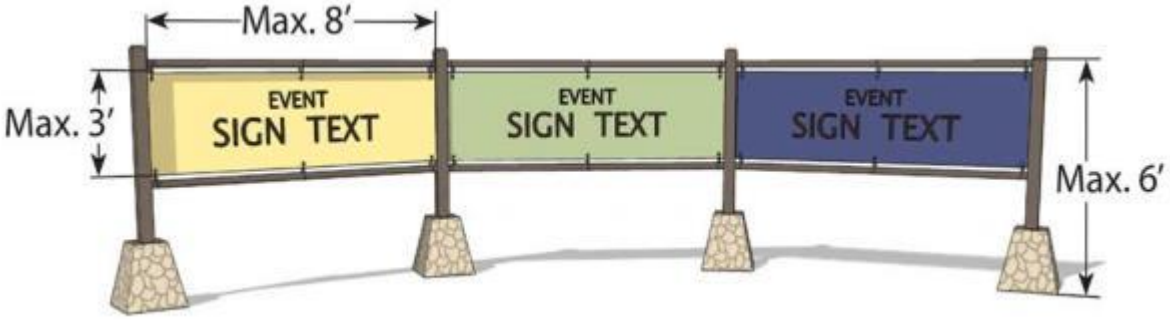
Number of Events	No more than 3 events per organization per year may be advertised on City-approved sign support structures.
Period of Use	Max. 7 days before an event.
Sign Placement	Only at approved locations (see subsection (~~C~~D)(3)~~(c)~~ of this section).
Sign Size and Area	Max. 3 feet by 8 feet; max. 24 sq. ft.
Banner Details	Grommets shall be placed at each of the corners of the banner for secure attachment to the support structure.
	Banners shall not have brand identification, such as “Sponsored by XYZ Corporation,” or a product brand across the face of the banner as a background.
	Logos for sponsors of the event or the banner shall be limited to max. 20% of the area of the banner.
Number of Signs	1 sign for each event per support structure, to a max. of 3 sign support structures.
Removal	Within 1 day after the event.
Illumination	Not permitted.

Permitting	No sign permit required – a reservation is needed for placement of a banner on a support structure. See Section 10-50.100.090(~~C~~D)(3)~~(c)~~.

~~c~~3. An application may be submitted to the Director for the placement of up to three banners on City-approved sign support structures (illustrated in Figure 10-50.100.~~090A~~080A) for the purpose of promoting a forthcoming civic or nonprofit event, a City Recreation Services event, or an event for which a special event permit has been approved by the Recreation Services Section. Placement on these structures is reserved on a first come, first served basis up to three months in advance of the event. ~~**The City map that shows the locations of the sign support structures is available on the City website.**~~

Figure 10-50.100.~~090~~080A

Civic or Nonprofit Event Sign Structure



4E. **Standards for** Sign Walkers**.** To promote pedestrian and traffic safety, ~~s~~Sign ~~w~~Walkers are subject to the following time, place and manner restrictions:

~~a~~1. Sign ~~w~~Walkers are not permitted in any of the following locations:

~~(1)~~a. Within 10 feet of a street or driveway intersection measured from the back of the curb or edge of pavement if no curb exists;

~~(2)~~b. In parking aisles or stalls;

~~(3)~~c. In driving lanes; or

~~(4)~~d. On fences, walls, boulders, planters, other signs, vehicles, utility facilities or any other structure.

~~b~~2. Sign ~~w~~Walkers may not interfere with traffic or block pedestrians or bicyclists.

~~c~~3. Sign ~~w~~Walkers advertising for a business are only permitted to advertise during the business's hours of operation.

~~d~~4. Sign ~~w~~Walker ~~s~~Signs shall not exceed eight square feet in area or eight feet in height when held.

~~e~~5. Sign ~~w~~Walker ~~s~~Signs that include the following are prohibited:

~~(1)~~a. Any form of illumination, including flashing, blinking, or rotating lights;

~~(2)~~b. Animation on the ~~s~~Sign itself.

~~f~~6. Spinning, waving, throwing the ~~s~~Sign in the air or any other such erratic movement intended to attract attention is prohibited.

~~g~~7. Sign ~~w~~Walkers are not required to get a ~~s~~Signs ~~p~~Permit.

10-50.100.~~100~~090 Sign Districts of Special Designation

A. Flagstaff Central District.

1. Purpose. ~~The additional sign regulations provided in this section for the~~ The Flagstaff Central District Area of Special Designation Sign regulations are intended to recognize, preserve, and promote the inherent and unique qualities of Flagstaff's historic downtown area. ~~of the City which is an integral part of the City's economic stability and growth. The area designated as the Flagstaff Central District encompasses those areas of the City characterized by narrow streets, smaller lots and lot frontages, and buildings representative of the early development of Flagstaff.~~

2. Applicability.

a. The Flagstaff Central District is bounded by Columbus Avenue/Switzer Canyon Drive to the north, Butler Avenue to the south, Park Street to the west, and Elden Street to the east. The Flagstaff Central District is mapped in Division 10-90.30: Overlay Maps, Section 10-90.30.040, Flagstaff Central District Map.

b. The standards provided in this section shall be applied in addition to the standards and requirements otherwise established in this division.

~~**3. Permits. All applications for sign permits for signs to be located in the Flagstaff Central District shall follow the sign permitting requirements and procedures established in Section 10-20.40.120, Sign Permit – Permanent Signs, except that signs to be located in the Flagstaff Central District shall also be reviewed for approval by the Historic Preservation Officer.**~~

43. Findings for Signs Proposed in the Central District**.** Signs proposed in the Flagstaff Central District shall be reviewed and approved based on application of the following findings to ensure that ~~s~~Signs are:

a. Representative of the character of the surrounding district and adjacent architecture, as well as of the ~~b~~Building on which they appear, when considered in terms of scale, color, materials, lighting levels, and adjoining uses;

~~**b. In proper scale to, and expressive of, the business or activity for which they are displayed;**~~

~~**c**~~ **b**. ~~**Innovative in the use of t**~~**Three** dimensional **in** form**.** ~~(i.e., l~~**L**etters, logos, or other ~~s~~**S**ign elements shall have a minimum relief of **.5 inches unless the Sign is painted directly on the Building.** ~~**the lesser of one percent of the longest sign dimension or 1.5 inches), profile, and iconographic representation**~~;

~~**d. Employed with exceptional lighting design**~~;

~~**e. Employed with exceptional graphic design, including the outstanding use of color, pattern, typography, and materials; and**~~

~~**f. Made of high quality and durable materials appropriate to an urban setting.**~~

Figure 10-50.100.~~**100**~~**090**.A.

Local Examples of Signs Appropriately Designed for the Flagstaff Central District



~~5~~4. Standards **for Specific Sign Types**. Signs within the Flagstaff Central District shall comply with the standards and requirements otherwise established in this division as well as the ~~following~~ standards **provided below and in Table 10-50.100.090.A., Sign Standards in Flagstaff Central District**:

~~a. Building Mounted Signs. Building mounted signs provide simple business identification. The standards provided in Table 10-50.100.100.A., Standards for Building Mounted Signs in Flagstaff Central District, shall apply.~~

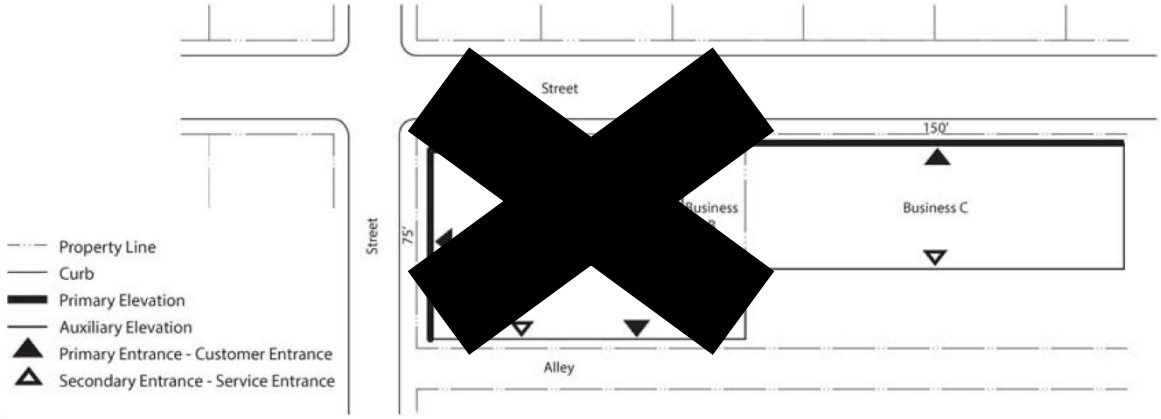
~~Table 10-50.100.100.A.: Standards for Building Mounted Signs in Flagstaff Central District~~

~~Standard~~	~~Allowance~~
~~Total Sign Area for a Multi- and Single-Tenant Building~~	~~The greater of:~~ ~~(1) The number of building entries[1] + 1 sign X 30 sq. ft. (e.g. if a building has 6 entries the Total Sign Area = 6 + 1 X 30 = 210 sq. ft.); or~~ ~~(2) 100 sq. ft. max.~~
~~Individual Sign Area for Each Business in a Multi-Tenant Building~~	~~The lesser of:~~ ~~(1) 1 sq. ft. to 1 linear ft. of the width of the business space served by an entrance[2]; or~~

Table 10-50.100.100.A.: Standards for Building Mounted Signs in Flagstaff Central District	
Standard	**Allowance**
	(2) 100 sq. ft. max.
Number of Signs	**Number of building entries[1] + 1.**
Sign Placement	**(1) No higher than the lesser of either:** - **(a) The second story sill level;** - **(b) On or above the expression line of any building;** - **(c) Not above any visible roofing material on the building element; or** - **(d) Max. 25 feet.** **(2) At least 1 sign shall be associated with the building entry zone (may be wall mounted, projecting, awning, etc.)** **(3) Sign copy on awnings is only permitted on first story windows.** **(4) Where multiple businesses use a common entrance, a common sign shall be placed adjacent to the sidewalk level building entry[3].**
Painted Building Mounted Signs	**(1) Shall comply with Table 10-50.100.060.C.** **(2) The requirement for three dimensional form required in the Findings for Signs Proposed in the Central District shall not apply.**
Illumination	**See Section 10-50.100.050.C.**
Permitting	**Sign permit is required.**
End Notes	
1. Building entries in this context do not include service entries or separate doors for lodging rooms. A series of doors grouped together shall be considered one building entry.	
2. Where a building has multiple frontages (i.e., a corner building), the shortest frontage shall apply.	

~~Table 10-50.100.100.A.: Standards for Building Mounted Signs in Flagstaff Central District~~	
~~Standard~~	~~Allowance~~
~~3. Two or more businesses served by a common entrance are considered one business for sign computation purposes.~~	

-



~~**Business A:**~~

~~**Max. Total Bldg. Sign Area is (3+1)x30 = 120 sf**~~

~~-~~

~~**Max. Area for Sign 1 is 100x1 = 100 sf**~~

~~**Max. Area for Sign 2 is 75x1 = 75 sf**~~

~~**Max. Area for Sign 3 is 125x1 = 125 sf (100 sf max.)**~~

~~**Since the sum of these exceeds 120 sf, one or more sign sizes must be reduced.**~~

~~**Max. No. of signs is 3+1 = 4**~~

~~**Business B:**~~

~~**Max. Total Bldg. Sign Area is (1+1)x30 = 60 sf**~~

~~**Allowed = 100 sf**~~

~~**Max. Ind. Sign Area is 25x1 = 25 sf**~~

~~**Max. No. of signs is 1+1 = 2**~~

~~-~~

~~**Business C:**~~

~~**Max. Total Bldg. Sign Area is (1+1)x30 = 60 sf**~~

~~**Allowed = 100 sf**~~

- ~~Max. Ind. Sign Area is 150x1 = 150 sf~~

- ~~Max. No. of signs is 1+1 = 2~~

~~Figure 10-50.100.100.B.~~

~~Total Sign Area for the Building and Individual Sign Area for Each Business~~

Table 10-50.100.090.A.
Sign Standards in Flagstaff Central District

Sign Type	Max Area	Min Height	Max Height	Illumination	Max #
Building Mounted - Single Tenant	The lesser of one square foot to one linear foot of building frontage or 100 square feet	Eight feet from the bottom of the sign for any signs protruding more than six inches from the wall	No higher than second story sill level, on or above the expression line of the building, or 25 feet	Permitted in compliance with Division 10 -50.070 Outdoor Lighting Standards	N/A
Building Mounted - Multi-Tenant	Tenants without direct exterior entrances shall be limited to 15 square feet per tenant, Additionally, each tenant store front is allowed one square foot to one linear foot of the width of the business space served by an entrance up to a maximum of 100 square feet per storefront	Eight feet from the bottom of the sign for any signs protruding more than six inches from the wall	No higher than second story sill level, on or above the expression line of the building, or 25 feet	Permitted in compliance with Division 10 -50.070 Outdoor Lighting Standards	N/A
Building Identification	Maximum 20% of total allowable Sign area	8 feet from the bottom of the sign for any Signs protruding more than six	No higher than second story sill level, on or above the expression line of the building, or 25 feet	Permitted in compliance with Division 10 -50.070 Outdoor Lighting Standards	One Sign per Building

		inches from the wall			
Low-Profile & Suspended Freestanding	**Max 24 square feet for single tenant Signs, Max 32 square feet for multi-tenant Signs, Max 18 square feet for freestanding suspended Signs.**	**N/A**	**Max six feet for low profile single tenant Signs, Max eight feet for low profile multi-tenant Signs Max ten feet to top of sign pole for freestanding suspended Signs**	**Externally illuminated only. Permitted in compliance with Division 10 -50.070 Outdoor Lighting Standards**	**One Sign per Lot or Parcel**

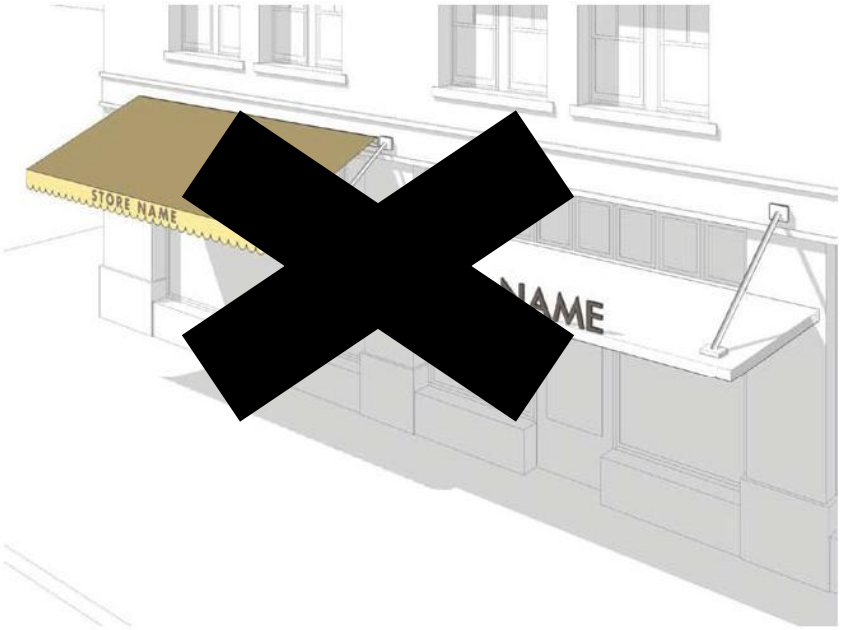
a. Building Mounted Signs.

(1) Signs painted directly on the building when the wall surface already has been painted in a uniform manner are permitted. Signs proposed for previously unpainted rock or brick are not permitted, and ~~heritage signs~~ **Individual Signs of Historic or Cultural Significance** shall not be defaced or obscured.

(2) Awning and Canopy Signs. Awning ~~s~~**S**igns used to enhance a storefront or canopy ~~s~~**S**igns used to accent building entries may be used in lieu of projecting ~~s~~**S**igns, and may be used in coordination with flush ~~b~~**B**uilding ~~m~~**M**ounted ~~s~~**S**igns. ~~**Such signs are subject to the provisions in Section 10-50.100.060.C.4.b.(1) and (3).**~~

(3) Roof Mounted Signs are not permitted in the Flagstaff Central District.

~~**Figure 10-50.100.100C**~~



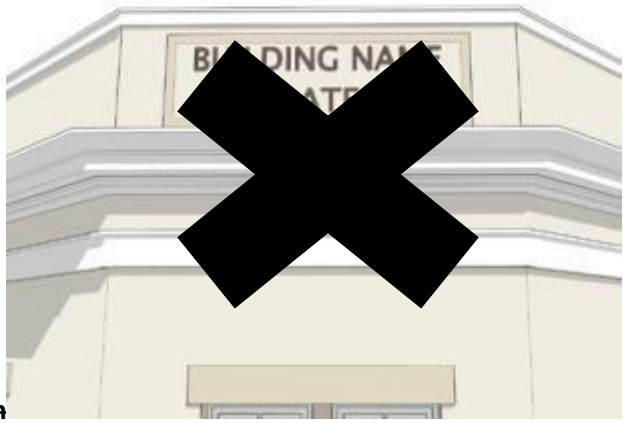
~~Awning and Canopy Signs~~

~~(3) Building Identification Sign. The standards provided in Table 10-50.100.100.B, Standards for Building Identification Signs, shall apply.~~

~~Table 10-50.100.100.B: Standards for Building Identification Signs in the Flagstaff Central District~~

-	~~Standard~~	~~Other Requirements~~
~~Sign Area~~	~~Signs ≤ 12 sq. ft. are not included in the total allowable sign area.~~	~~Signs > 12 sq. ft. are included in the total allowable area for building mounted signs.~~
~~Mounting Height~~	~~No limitation – shall not project above the roof peak or break the silhouette of the building.~~	
~~Sign Placement~~	~~Shall be placed above, or in relation to, the primary entrance to the building.~~	
~~Illumination~~	~~Not permitted.~~	
~~Permitting~~	~~Sign permit is required.~~	

~~Figure 10-50.100.100D~~



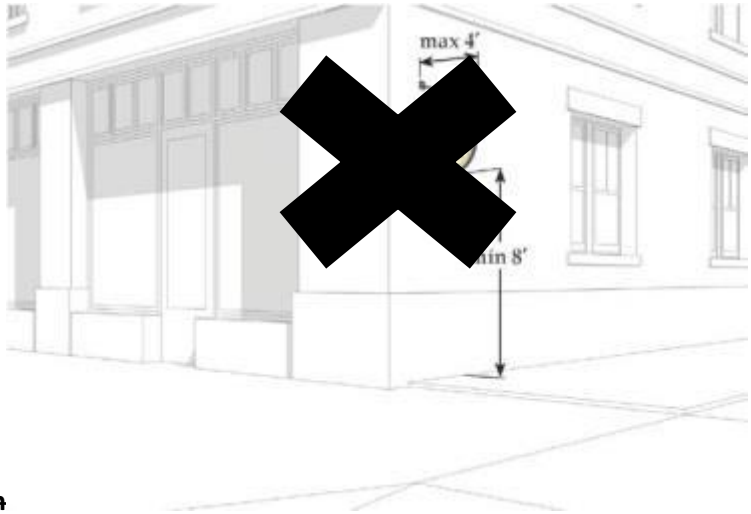
Building Identification Sign

(4) Projecting Signs. The standards provided in Table 10-50.100.100.C, Standards for Projecting Signs in the Flagstaff Central District, shall apply.

Table 10-50.100.100.C: Standards for Projecting Signs in the Flagstaff Central District

-	Standard
Sign Area	Max. 16 sq. ft. (included in the total allowable sign area for building mounted signs)
Mounting Height	Min. of 8 feet from the bottom of the sign to the sidewalk, and mounted perpendicular to the building face or corner of the building.
Number of Signs	Max. 1 per business.
Sign Placement	Shall extend a max. of 4 feet from the building.
Illumination	Nonilluminated or externally illuminated. Down directed, fully shielded fixtures only.
Permitting	Sign permit is required.

Figure 10-50.100.100E



~~**Projecting Sign**~~

b. Freestanding Signs. Two styles of ~~**f**~~**F**reestanding ~~**s**~~**S**igns are permitted within the Flagstaff Central District: either a low profile ~~**f**~~**F**reestanding ~~**s**~~**S**ign, or a freestanding suspended ~~**s**~~**S**ign~~**., either of which may also be used as a neighborhood or district sign.**~~ The standards provided in Table 10-50.100.~~**100**~~**090**.~~**D**~~**A**, ~~**Standards for Freestanding Signs in Flagstaff Central District,**~~ **Sign Standards in Flagstaff Central District** shall apply.

(1) Freestanding Signs shall be mounted on 2 poles placed at the outmost sides of the Sign face, or on a low-profile Sign base.

(2) Suspended Sign structures shall consist of a vertical pole and horizontal decorative Sign support, and shall constructed of wood and metal (or other high-quality material that provides an appearance similar to wood or metal).

~~**Table 10-50.100.100.D: Standards for Freestanding Signs in Flagstaff Central District**~~

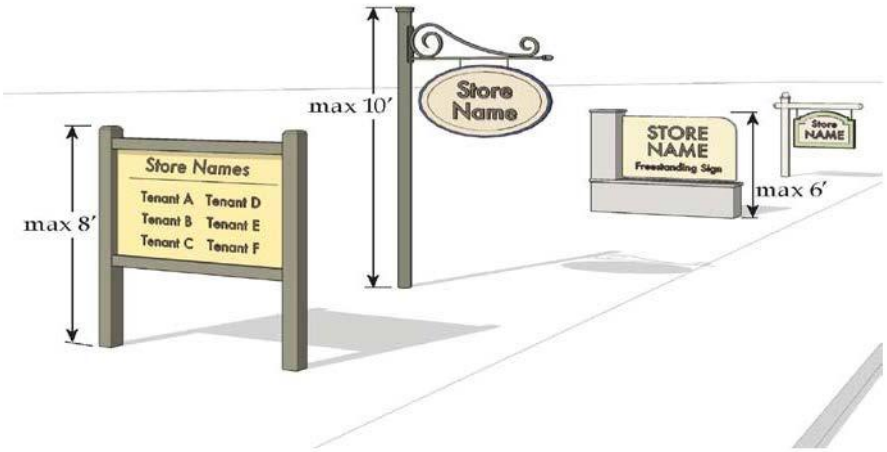
~~-~~	~~**Standard**~~		~~**Other Requirements**~~
	~~**Area[1]**~~	~~**Height**~~	
~~**Low Profile Freestanding Sign – Single Tenant Use**~~	~~**24 sq. ft.**~~	~~**6 feet**~~	~~**Shall be mounted on 2 poles placed at the outermost sides of the sign face, or on a low profile sign base.**~~

~~Table 10-50.100.100.D: Standards for Freestanding Signs in Flagstaff Central District~~			
~~-~~	~~Standard~~		~~Other Requirements~~
	~~Area[1]~~	~~Height~~	
~~Low Profile Freestanding Sign – Multiple Tenant Use~~	~~32 sq. ft.~~	~~8 feet~~	~~Shall be mounted on 2 poles placed at the outermost sides of the sign face, or on a low profile sign base.~~
~~Freestanding Suspended Sign~~	~~18 sq. ft.~~	~~10 feet to top of sign pole~~	~~Sign structure shall consist of a vertical pole and horizontal decorative sign support, and shall be constructed of wood or metal.~~
~~Number of Signs~~	~~1 sign permitted per business.~~		
~~Illumination~~	~~See Section 10-50.100.050(C).~~		~~Externally illuminated with down directed and shielded fixtures only.~~
			~~Neighborhood or district sign shall not be illuminated.~~
~~Permitting~~	~~Sign permit is required.~~		
~~End Note~~			

~~[1]The area of a neighborhood or district sign shall not be counted against the permitted sign area applicable to the use(s) existing on the property where the neighborhood or district sign will be erected.~~

Figure 10-50.100.~~100F~~090B

Freestanding Sign



~~c. Temporary Signs. Temporary signs proposed within the Flagstaff Central District shall comply with the standards established in Section 10-50.100.090, Temporary Signs.~~

B. Downtown ~~Historic District~~ Overlay Zone.

1. Purpose. This section establishes additional ~~s~~Sign regulations for the Downtown ~~Historic District~~ Overlay Zone. ~~Refer to Division 10-30.30, Heritage Preservation~~ Division 10-40.50, Overlay Zones.

2. Applicability.

a. The Downtown ~~Historic District~~ Overlay Zone applies to all properties located within the T6 transect zone (refer to Section 10-40.40.100, T6 Downtown (T6) Standards) and the area bounded by the east side of Humphreys Street to the west side of Verde Street, and by the north side of Route 66 to the south side of Cherry Avenue, including portions of Flagstaff Townsite and Railroad Addition Subdivisions. The Downtown ~~Historic District~~ Overlay Zone is mapped on Map 10-90.30.030 (Downtown Historic District Overlay Zone Map), in Division 10-90.30 (Overlay Maps).

b. The standards provided in this section for the Downtown ~~Historic District~~ Overlay Zone shall be applied in addition to the standards and requirements otherwise established in this division.

3. Permits. All applications for ~~s~~Sign ~~p~~Permits ~~for signs to be~~ located in the Downtown ~~Historic District~~ Overlay Zone shall follow the ~~s~~Sign permitting requirements and procedures established in Section 10-20.40.120, Sign Permit – Permanent Signs, except that the Heritage Preservation

Commission or Heritage Preservation Officer shall also review the sign permit application following the procedures established in Division 10-30.30, Heritage Preservation.

4. Design Standards. Signs within the Downtown ~~**Historic District**~~ **Overlay Zone** shall comply with the standards and requirements ~~**established in subsections (A)(4) and (A)(5)**~~ of this section applicable to the Flagstaff Central District as well as the **standards identified below. The** Development Design Standards and Guidelines for this district established in the Design Handbook for Downtown Flagstaff (1997) **shall be used for clarification purposes only**.

~~**5. Portable Signs. Portable signs proposed within the Downtown Historic District shall comply with the standards established in Section 10-50.100.090, Portable Signs, except as provided below:**~~

a. **Cabinet Signs and Raceways are prohibited. Individual letter Signs without a raceway are permitted.**

b. Wall Mounted Signs shall be placed to fit within the architectural features. Signs shall not be placed where they will obscure any architectural details per Section 10-50.100.040.A.7.

c. Sign materials shall be compatible with the Building Facade materials. Painted wood and non-reflective metal are preferred materials. Plastic should only be utilized when emulating a preferred Sign material.

d. Feather vertical banners are prohibited in the Downtown ~~**Historic District**~~ **Overlay Zone**.

C. Reserved for Future Use.

D. Flagstaff Auto Park District.

1. Purpose. The purpose of the Flagstaff Auto Park District Area of Special Designation is to recognize that the interior parcels of a large commercial center should be entitled to install the same kind of business signage as the perimeter parcels, and to promote the economic vitality and commercial viability of those businesses that do not have highway ~~f~~**F**rontage.

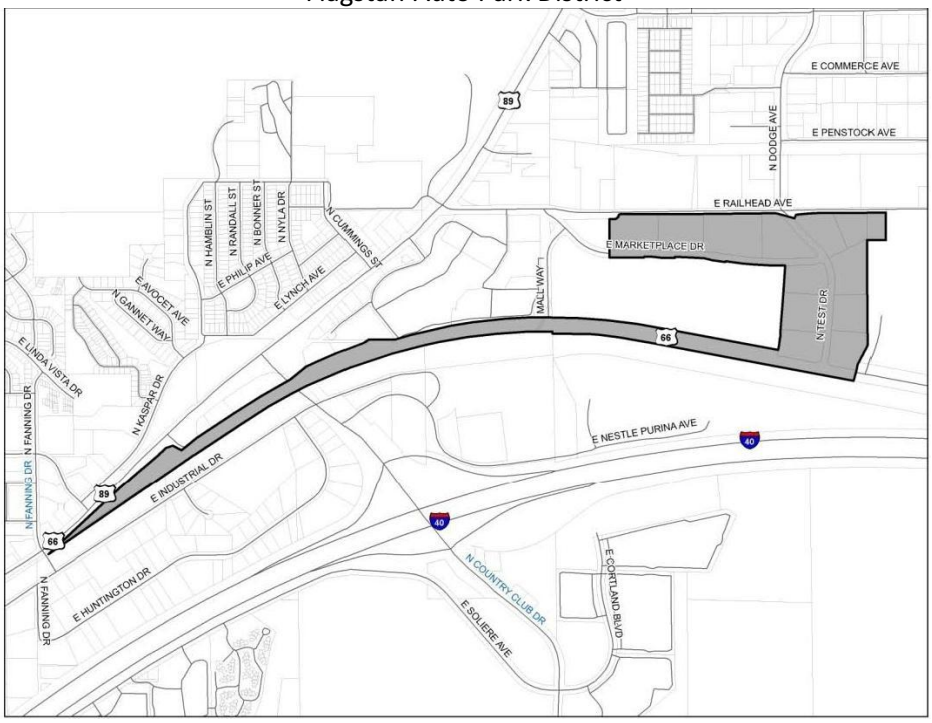
2. Applicability.

a. The Flagstaff Auto Park District includes ~~l~~Lots 1 through 13, a portion of Historic Route 66 between North Test Drive and U.S. Highway 89, and City owned property on the southeast corner of the intersection of Historic Route 66 and U.S. Highway 89 as illustrated in Figure 10 -50.100.~~100G~~090C. The Flagstaff Auto Park District Area of Special Designation is not to be confused with any other district which may be designated for special consideration within the City of Flagstaff.

b. The special regulations for the Flagstaff Auto Park District apply only to an off-premises auto park identification ~~s~~Sign located on the southeast corner of the intersection of Historic Route 66 and North Highway 89 and an auto park entrance ~~s~~Sign ~~to be~~ located on Lot 8 at the northeast corner of the intersection of Test Drive and Historic Route 66. All other ~~s~~Signs proposed on all ~~l~~Lots and ~~p~~Parcels within the Flagstaff Auto Park District shall comply with the applicable provisions of this division.

Figure 10-50.100.~~100G~~090C

Flagstaff Auto Park District



3. Permits.

a. Permits for ~~s~~Signs in the Flagstaff Auto Park District Area of Special Designation may only be issued after a completed ~~s~~Sign ~~p~~Permit application (refer to Section 10-20.40.120, Sign Permit – Permanent Signs, and Section 10-20.40.130, Sign Permit – Wall Banners) has been reviewed by the Planning Director.

b. The Planning Director may approve, conditionally approve or deny a ~~s~~Sign proposal for the off-premises auto park identification ~~s~~Sign or an auto park entrance ~~s~~Sign in the Flagstaff Auto Park District, and shall only approve an application that complies with the design standards established in subsection (D)(4) of this section.

4. Design Standards.

a. Primary Flagstaff Auto Park District Identification Sign. The primary Flagstaff Auto Park District identification ~~s~~Sign shall comply with the following standards. Refer also to Figure 10 -50.100.~~100H~~090D.

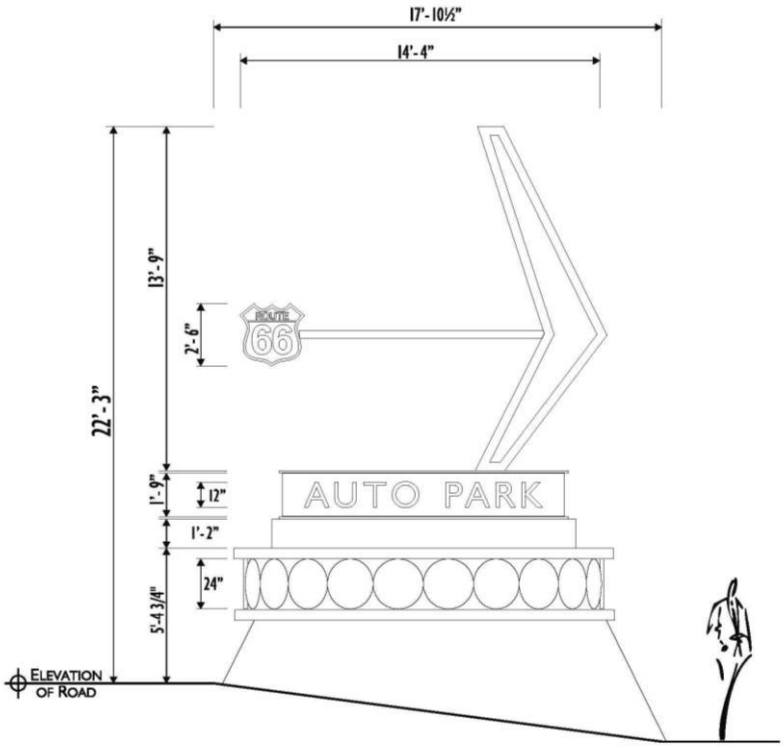
(1) Overall Sign Dimensions.

(a) Height. The maximum overall height of the ~~s~~Sign shall be 22 feet and three inches measured from the highest finish grade at the base of the sign to the top of the ~~s~~Sign. The maximum height of the ~~s~~Sign body and base measured from the highest finish grade to the top of the ~~s~~Sign body shall be nine feet.

(b) Diameter. The maximum diameter of the ~~s~~Sign body (i.e., where the auto dealer logos will be placed) shall be 15 feet.

Figure 10-50.100.~~100H~~090D

Primary Flagstaff Auto Park District Identification Sign



(2) Sign Materials and Standards.

(a) The ~~s~~Sign base below where the auto dealer logos will be placed shall be constructed with natural stone or an authentic simulation of natural stone.

(b) The ~~s~~Sign copy identifying this ~~s~~Sign for the Flagstaff Auto Park District shall be mounted without raceways.

(c) Signs for individual auto dealers shall only be mounted on the ~~s~~Sign body, and shall only include logos for those businesses, and not text.

(d) The Flagstaff Auto Park District ~~s~~Sign shall include a landscaped area located around the base of the ~~s~~Sign equal to two and one-half square feet for each square foot of ~~s~~Sign area and containing trees, shrubs and ground cover plants. Shrubs and ground covers shall have a spacing of not greater than three feet on center.

b. Secondary Flagstaff Auto Park District Identification Sign. The secondary Flagstaff Auto Park District identification ~~s~~Sign shall comply with the following standards. Refer also to Figure 10-50.100.~~100I~~090E.

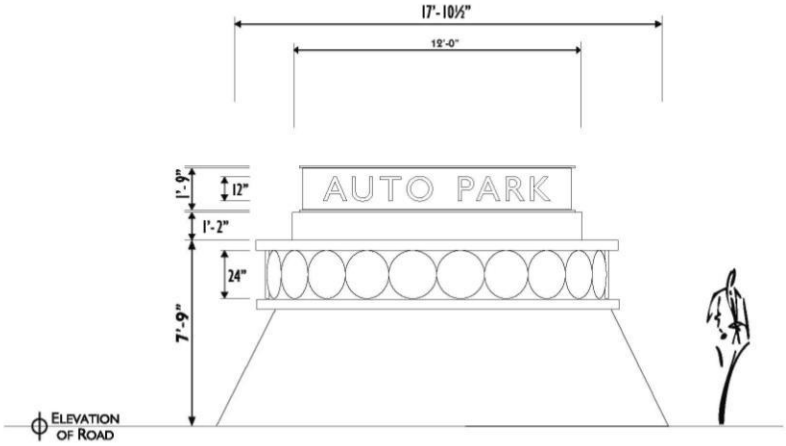
(1) Overall Sign Dimensions.

(a) Height. The maximum overall height of the ~~s~~Sign (i.e., the ~~s~~Sign body and base only) shall be nine feet measured from the highest finish grade at the base of the ~~s~~Sign to the top of the ~~s~~Sign.

(b) Diameter. The maximum diameter of the sign body (i.e., where the auto dealer logos will be placed) shall be 15 feet.

Figure 10-50.100.~~100I~~090E

Secondary Flagstaff Auto Park District Identification Sign



(2) Sign Materials and Standards.

(a) The ~~s~~Sign base below where the auto dealer logos will be placed shall be constructed with natural stone or an authentic simulation of natural stone.

(b) The ~~s~~Sign copy identifying this sign for the Flagstaff Auto Park District shall be mounted without raceways.

(c) Signs for individual auto dealers shall only be mounted on the ~~s~~Sign body, and shall only include logos for those businesses, and not text.

(d) The ~~s~~Sign shall include a landscaped area located around the base of the ~~s~~Sign equal to two and one-half square feet for each square foot of ~~s~~Sign area and containing trees, shrubs and ground cover plants placed throughout the required landscape area. Shrubs and ground covers shall have a spacing of not greater than three feet on center.

~~**5. Sign Maintenance. Signs shall be maintained in accordance with the provisions of Section 10-50.100.050(E).**~~

E. Flagstaff Mall and Marketplace District.

1. Purpose. This section establishes additional ~~s~~Sign regulations for the Flagstaff Mall and Marketplace District.

2. Applicability.

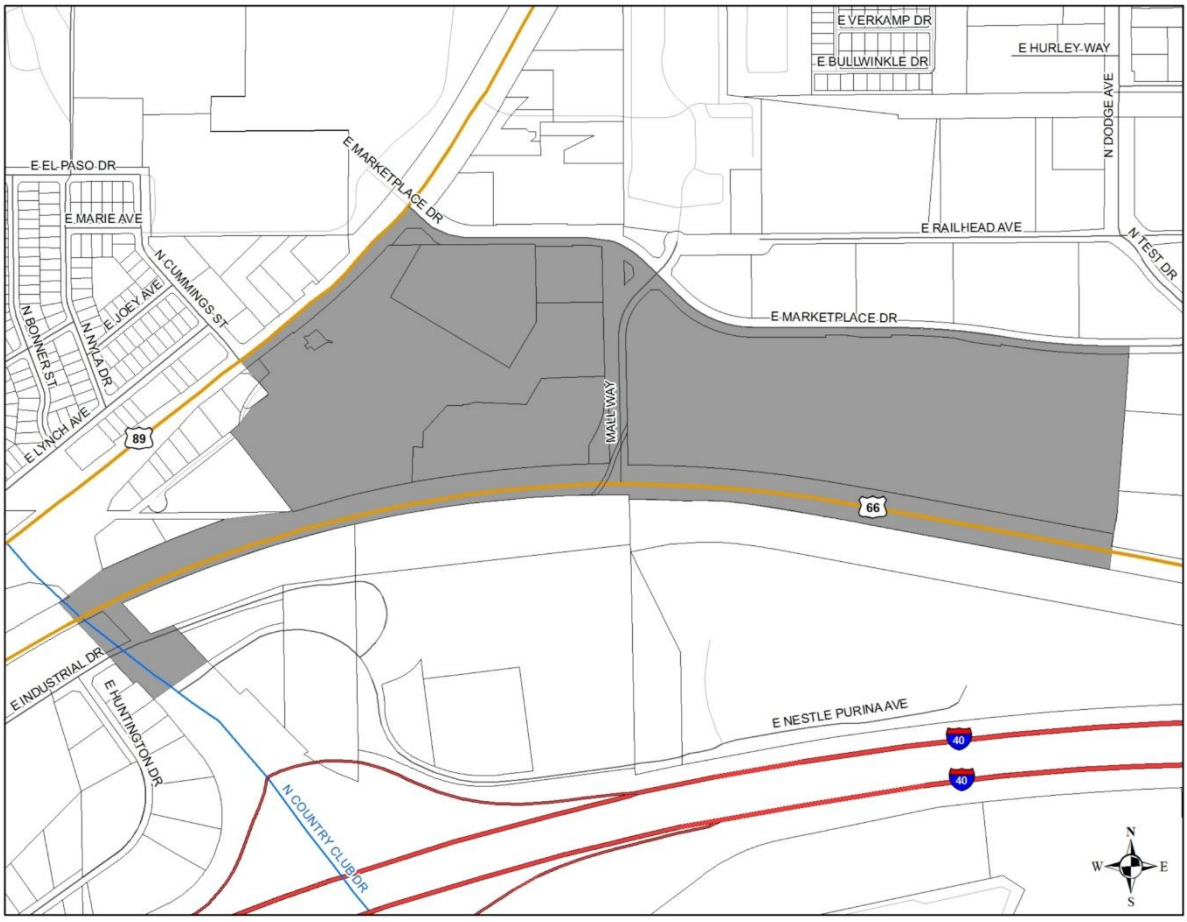
a. The Flagstaff Mall and Marketplace District includes those lots developed as the Flagstaff Mall and Marketplace, a portion of Historic Route 66 between North Test Drive and North Country Club Drive, a portion of North Country Club Drive from Historic Route 66 to East Nestle Purina Avenue, and City owned property on the northeast corner of the intersection of North Country Club Drive and East Nestle Purina Avenue as illustrated in Figure 10-50.100.~~100J~~090F. The Flagstaff Mall and Marketplace District is not to be confused with any other district which may be designated for special consideration within the City of Flagstaff.

b. The special regulations for the Flagstaff Mall and Marketplace District apply only to an off-premises Flagstaff Mall and Marketplace identification ~~s~~Sign located within an easement area defined in Easement Agreement (Monument Sign) between the City of Flagstaff and Flagstaff Mall SPE LLC on City owned property on the northeast corner of the intersection of North Country Club Drive and East Nestle Purina Avenue. All other ~~s~~Sign proposed on all ~~l~~Lots and ~~p~~Parcels within the Flagstaff Mall and Marketplace District shall comply with the

applicable provisions of this division. Any real property located within both the Flagstaff Marketplace District and Flagstaff Auto Park District shall be considered as belonging to one or the other of these districts. No combination of districts is intended by the overlapping of the Flagstaff Mall and Marketplace District and the Flagstaff Auto Park District. The Flagstaff Mall and Marketplace identification ~~s~~Sign referenced above may also include the name "Auto Park" within the ~~s~~Sign name portion of the ~~s~~Sign above the future tenant panels.

Figure 10-50.100.~~100J~~090F

Flagstaff Mall and Marketplace District



3. Permits.

a. Permits for ~~s~~Signs in the Flagstaff Mall and Marketplace District may only be issued after a completed ~~s~~Sign ~~p~~Permit application (refer to Section 10-20.40.120, Sign Permit – Permanent Signs, and Section 10-20.40.130, Sign Permit – Wall Banners) has been reviewed by the Planning Director.

b. The Planning Director may approve, conditionally approve or deny a ~~s~~Sign proposal for the off-premises Flagstaff Mall and Marketplace identification ~~s~~Sign, and shall only approve an application that complies with the Design Standards established in subsection (E)(4) of this section.

4. Design Standards**.** The Flagstaff Auto Park and Marketplace District identification ~~s~~Sign shall be designed and constructed in accordance with the approved Comprehensive Sign Plan dated January 10, 2006, for the Flagstaff Mall and Marketplace, and shall comply with the following standards. Refer also to Figure 10-50.100.~~100K~~090G.

a. Overall Sign Dimensions.

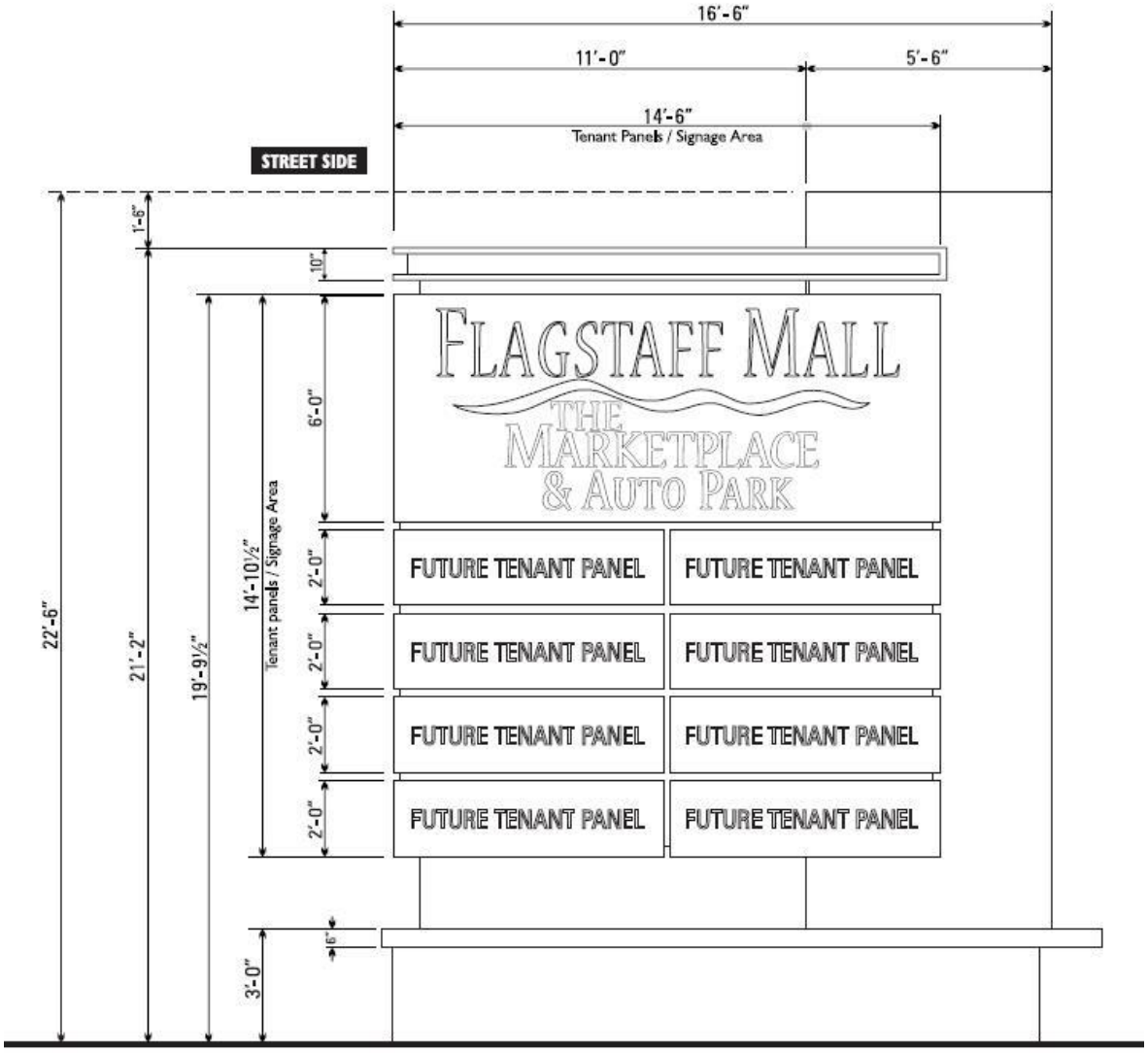
(1) Height. The maximum overall height of the ~~s~~Sign shall be 22 feet and six inches measured from the highest finish grade at the base of the ~~s~~Sign to the top of the ~~s~~Sign. The maximum height of the ~~s~~Sign body (i.e., future tenant panels signage area) and ~~s~~Sign base measured from the highest finish grade to the base of the ~~s~~Sign shall be 20 feet.

(2) Length. The maximum length of the ~~s~~Sign base shall be 17 feet.

(3) Width**.** The maximum width of the ~~s~~Sign base shall be four feet.

Figure 10-50.100.~~100K~~090G

Flagstaff Mall and Marketplace District Identification Sign



(4) Sign Name. The maximum height of the portion of the ~~s~~Sign where the letters "Flagstaff Mall The Marketplace & Auto Park" will be located shall be six feet, and its maximum width shall be 14 feet and six inches.

b. Sign Materials and Standards.

(1) The ~~s~~Sign base shall be constructed with natural stone or an authentic simulation of natural stone and capped with a concrete cap no more than six inches thick.

(2) The sign cabinet exterior shall be aluminum painted with no more than two complementary colors with a satin finish.

(3) Eight removable aluminum routed faces mounted in two columns of four ~~s~~Sign faces each shall be provided for future tenants of the Flagstaff Mall and Marketplace District.

(4) A white acrylic, internally illuminated accent feature may be incorporated into the top of the ~~s~~Sign cabinet.

(5) The name used to identify this ~~s~~Sign shall be "Flagstaff Mall & Marketplace Auto Park" and may be incorporated into the top of the ~~s~~Sign cabinet.

(6) Sign Area.

(a) The overall ~~s~~Sign area shall not exceed 216 square feet on each side of the ~~s~~Sign.

(b) The area for each of the future tenant panels shall not exceed two feet in height and a total width for both columns of panels of 14 feet and six inches.

(c) Each future tenant panel shall be separated from the ~~s~~Sign face above or below it by no more than three inches.

(d) The total height of the signage area shall not exceed 14 feet and eight inches.

c. Sign Illumination.

(1) The ~~s~~Sign shall be internally illuminated only, and no external indirect illumination of the ~~s~~Sign structure by any means is permitted.

(2) Internally illuminated ~~s~~Sign panels shall be constructed with an opaque background and translucent letters and symbols, or with a colored background and lighter letters and symbols. Where white or other night-bright colors are part of a logo, such colors are permitted in the logo only; provided, that the logo represents not more than 50 percent of the total ~~s~~Sign area permitted.

~~5. Sign Maintenance. Signs shall be maintained in accordance with the provisions of Section 10-50.100.050(E).~~

F. West University Drive Entrance District.

1. Purpose. The purpose of the West University Drive Entrance District is to allow Northern Arizona University to locate an entrance monument ~~s~~Sign on land that is not currently owned by the university. West University Drive provides a major entrance to the central part of campus, and Northern Arizona University wishes to identify this as a major campus entrance by siting a monument ~~s~~Sign at this location. Siting this ~~s~~Sign on adjacent private property is desirable due to space constraints, primarily due to a large regional storm water basin immediately adjacent to University Drive, north of the proposed ~~s~~Sign site.

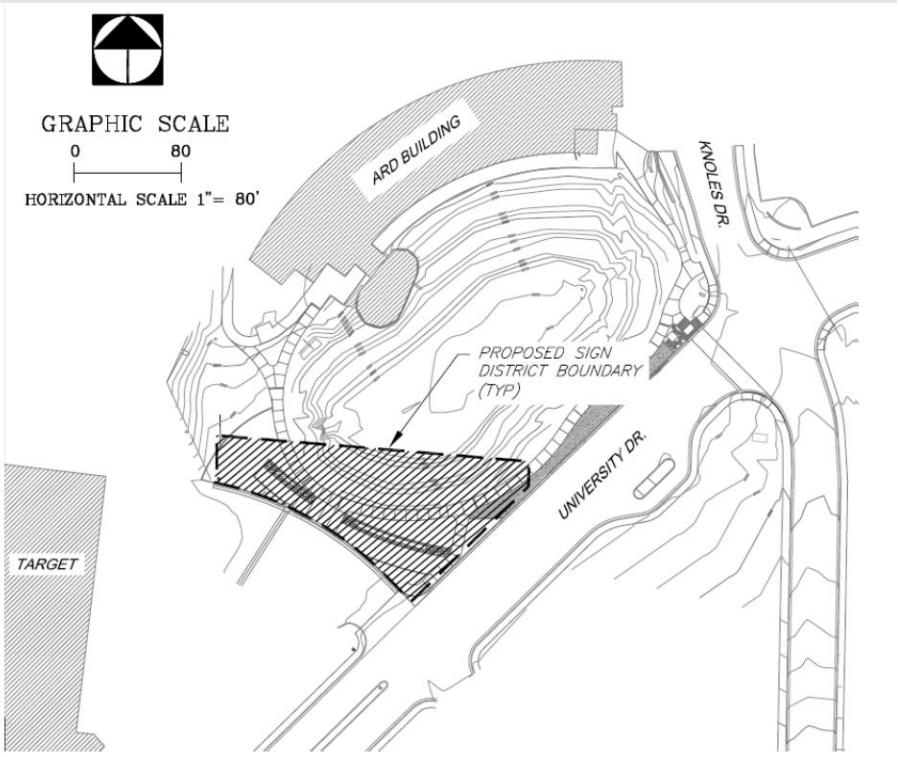
2. Applicability.

a. The West University Drive Entrance District includes the northeastern portion of the commercial parcels as illustrated in Figure 10-50.100.~~100L~~090H. This area includes a ~~r~~Right-of-~~w~~Way for a storm water culvert to the detention basin. The West University Drive Entrance District is not to be confused with any other district that may be designated for special consideration within the City of Flagstaff.

b. The special regulations for the West University Drive Entrance District apply only to an off-premises Northern Arizona University identification ~~s~~Sign located on the northwesterly side of University Drive, north of the commercial parcel's east access drive and south of the storm water basin. All other ~~s~~Signs proposed on ~~l~~Lots and ~~p~~Parcels within the West University Drive Entrance District shall comply with the applicable provisions of this division.

Figure 10-50.100.~~100L~~090H

West University Drive Entrance District



3. Permits.

a. Permits for ~~s~~Signs in the West University Drive Entrance District may only be issued after a completed ~~s~~Sign ~~p~~Permit application (refer to Section 10-20.40.120, Sign Permit—Permanent Signs and Section 10-20.40.130, Sign Permit – Wall Banners) has been reviewed by the Planning Director.

b. The Planning Director may approve, conditionally approve, or deny a ~~s~~Sign proposal for the off-premises Northern Arizona University identification ~~s~~Sign or a Northern Arizona University entrance ~~s~~Sign in the West University Drive Entrance District, and shall only approve an application that complies with the design standards established in subsection (F)(4) of this section.

4. Design Standards. The primary Northern Arizona University West University Drive Entrance District identification ~~s~~Sign shall comply with the following standards. Refer to Figures 10-50.100.~~100M~~090I and 10-50.100.~~100N~~090J.

Figure 10-50.100.~~100.M.~~090I

Eastern Stone Wall Elevation with Signage Elevation South Face

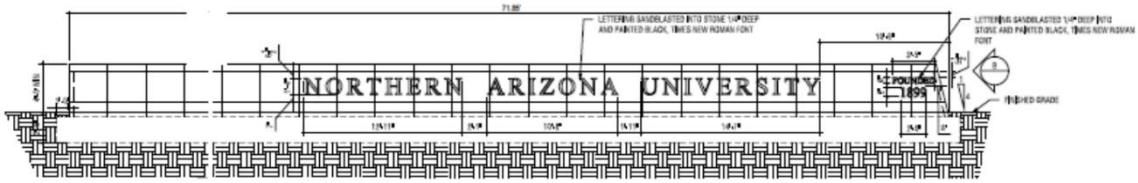
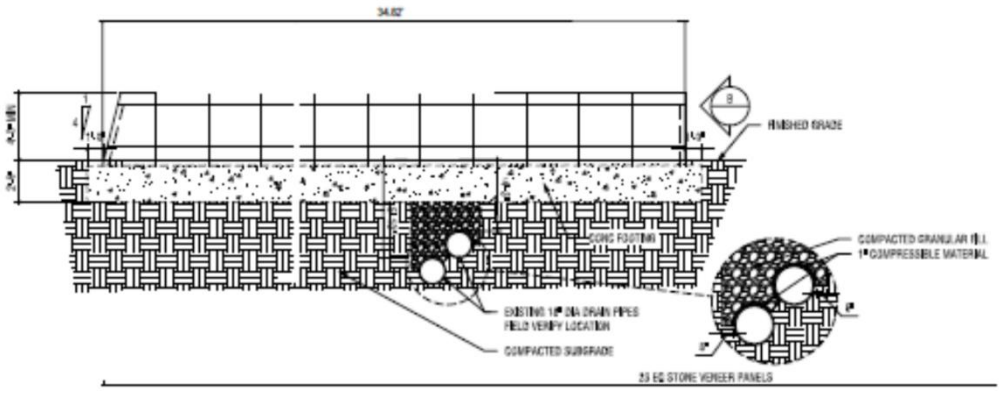


Figure 10-50.100.~~100.N.~~090J

Western Stone Wall Elevation with Signage Elevation South Face



5. Overall Sign Dimensions.

   a. Height. The maximum overall height of the ~~s~~Sign shall be 4.10 feet measured from grade at the base of the ~~s~~Sign to the top of the ~~s~~Sign. The top surface of the ~~s~~Sign shall be level.

   b. Width. The ~~s~~Sign shall consist of two segments separated by a concrete walkway while forming an arc with a radius of 255.50 feet at the centerline of the ~~s~~Sign. The width of the separation shall be 36.89 feet. This break in the ~~s~~Signs is to facilitate Northern Arizona University snow removal relocation into the basin. The length of the westerly section of the ~~s~~Sign shall be approximately 34.82 feet as measured at the base of the ~~s~~Sign. The length of the easterly section of the ~~s~~Sign shall be approximately 71.85 feet as measured at the base of the ~~s~~Sign. Dimensions are given as approximate due to potential variations in the thickness of the stone veneer ~~s~~Sign faces.

6. Sign Materials and Standards.

a. The core of the ~~s~~Sign will be constructed of steel reinforced concrete and supported by a steel reinforced concrete footing 2.50 feet in depth and 3.08 feet in width. The exterior of the ~~s~~Sign shall be covered with rose-colored sandstone veneer panels to match existing Northern Arizona University entrance monument ~~s~~Signs.

b. The ~~s~~Sign ~~c~~Copy will consist of sandblasted text "Northern Arizona University" and "Founded 1899." All text shall be painted or stained black for contrast and easy visibility.

c. The West University Drive Entrance District ~~s~~Sign shall include a landscaped area located around the base of the ~~s~~Sign equal to 2.5 square feet for each square foot of ~~s~~Sign area and containing trees, shrubs, and ground cover plants. Shrubs and ground covers shall have a spacing of not greater than three feet on center.

7. Sign Illumination. Internal illumination is preferred. External illumination shall comply with Division 10-50.70, Outdoor Lighting Standards, and consist of LED tape in aluminum channel mounted under the ~~s~~Sign cap above the ~~s~~Sign text only.

~~**8. Sign Maintenance. Signs shall be maintained in accordance with the provisions of Section 10-50.100.050.E.**~~

G. Flagstaff Sign Free Zone.

1. Purpose and Applicability. The Council has determined that it is in the best interest of the City to designate a sign free zone in order to protect the scenic and aesthetic appeal of the area within the zone and maintain its appeal to tourists. The Flagstaff sign free zone, which has been established pursuant to A.R.S. § 16-1019 and is illustrated on Map 10-90.40.010, Flagstaff Sign Free Zone, has been determined based on the location of a predominance of commercial tourism, resort and hotel uses within this zone.

2. Standards.

a. Portable ~~s~~Signs, including political ~~s~~Sign, may not be placed within the public ~~r~~Rights-of-~~w~~Way in the Flagstaff sign free zone. Portable ~~s~~Sign are permitted on private property adjacent to the Flagstaff sign free zone.

b. The Director may remove or cause to be removed any portable sign erected or displayed in the public ~~r~~Rights-of-~~w~~Way in the Flagstaff sign free zone.

10-50.100.~~110~~100 Nonconforming Signs

Section 10-20.60.110, Nonconforming Signs, provides the standards and regulations for nonconforming ~~s~~Signs.

10-50.100.~~120~~110 Enforcement

A. It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, display, or use a ~~s~~Sign within the City contrary to, or in violation of, any provision of this division. The requirements of this division shall be enforced in compliance with the enforcement provisions of Division 10-20.110, Enforcement.

B. The Director may remove or cause to be removed any portable ~~s~~Sign erected or displayed upon a public sidewalk, walkway or pedestrian thoroughfare within public ~~r~~Right-of-~~w~~Way or within a clear view zone that creates a hazard to pedestrian or vehicular traffic.

10-50.100.~~130~~120 Appeals

Any person, firm, or corporation aggrieved by a decision of the Director in interpreting, applying, or enforcing this section may file an appeal in compliance with the appeal provisions established in Section 10-20.80.020, Appeals of Interpretations by Zoning Code Administrator or Director.

10-50.100.~~140~~130 Severability

A. If any section, sentence, clause, phrase, word, portion or provision of the division is held invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect, impair, or invalidate any other section, sentence, clause, phrase, word, portion, or provision of this division which can be given effect without the invalid provision.

B. The invalidation of the application of any section, sentence, clause, phrase, word, portion, or provision of this division to a particular property or structure, or any particular properties or structures, by any court of competent jurisdiction shall not affect the application of such section, sentence, clause, phrase, word, portion or provision to any other property or structure not specifically included in said invalidation.

Section 2. Amend Title 10 Flagstaff Zoning Code, Chapter 10-50: Supplemental to Zones, Division 10-50.70 Outdoor Lighting Standards, Section 10-50.70.050: General Requirements – All Lighting Zones, Subsection 10-50.70.050.I: Neon Building Lighting as follows:

I. Neon Building Lighting. Neon **or simulated LED neon** building lighting is included in the Total Outdoor Light Output calculations for the site. Lumens for neon **or simulated LED neon** lighting are calculated on a per foot basis, rather than per "fixture." Unshielded neon **or simulated LED neon** lighting is not allowed except for signage.

Section 3. Amend Title 10 Flagstaff Zoning Code, Chapter 10-80: Definitions, Division 10-80.20 Definitions of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.190: Definitions "S" as follows:

Sign: ~~**A structure, device, figure, display, message placard or other contrivance, or any part thereof, situated outdoors or indoors, which is designed, constructed, intended or used to advertise, provide information in the nature of advertising, provide historical, cultural, archeological, ideological, political, or social information, or direct or attract attention to an object, person, institution, business, product, service, message, event or location by any means, including branding, color bands, corporate colors, designs, figures, fixtures, illumination, letters, logos, symbols, and words.**~~ **Any identification, description, illustration, symbol, words, or device which is affixed directly or indirectly upon a building, vehicle, structure, or land and which identifies or directs attention to a product, place, message, activity, person, institution, or business.**

~~**Sign, District: See "Sign, Neighborhood or District."**~~

~~**Sign, Fuel Pump: A sign mounted above, and integrated into the structure of, an operable fuel dispensing pump.**~~

~~**Sign, Fuel Pump Topper: A sign affixed to the top of an operable fuel-dispensing pump used to advertise goods offered for sale on the same parcel on which the fuel pump is located.**~~

Sign, ~~**Heritage**~~ **Historic or Culturally Significant:** An individual sign ~~**of historic or cultural significance**~~ worthy of special recognition and consideration because it may be unusual, significant, or meaningful to Flagstaff's streetscape or history **that has been designated as a Landmark Property under Section 10-30.30.040**.

~~**Sign, Individual Letter: A cut-out or etched letter or logo which is individually mounted on a landscape screen wall, building wall, or freestanding sign.**~~

~~Sign, LED: A sign consisting of light emitting diodes (electronic components that let electricity pass in only one direction) that emit visible light when electricity is applied.~~

~~Sign, Logo: A stylized group of letters, words, symbols or combination thereof used to represent and distinguish a business or product from the competition.~~

~~Sign, Neighborhood or District: A sign erected to identify a neighborhood based on, but not limited to, its historic, architectural, social, or cultural characteristics.~~

Sign, Off-Premises: **Any sign that advertises a business, product, service, structure, use, or event that is not located or occurring on the same Parcel or Lot where the sign is physically installed.** ~~Any sign that directs attention to a business, commodity, service, entertainment, product, structure, use or property different from a structure or use existing on the property where the sign is located, and/or any sign on which space is rented, donated or sold by the owner of said sign or property for the purpose of conveying a message.~~

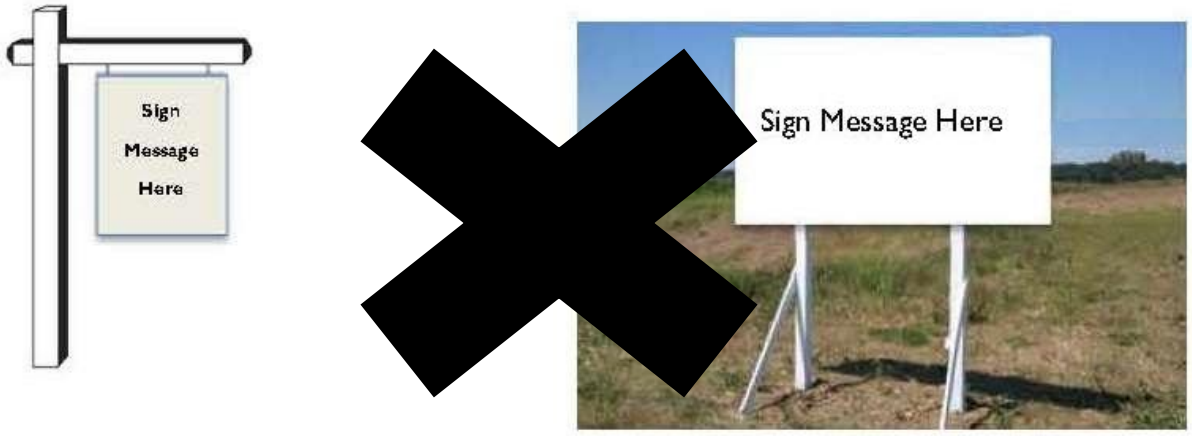
~~Sign, On-Site Advertising: A sign used primarily to advertise goods or services offered on the same parcel on which the sign is located. Such a sign may include incidental nonadvertising information (time and temperature, for example). Does not include publicly owned signs providing general interest information exclusively (such as road names or highway conditions).~~

~~Sign Orientation: To orient or position a single faced sign in a parallel position, or a double faced sign in a perpendicular placement toward a street frontage.~~

~~Sign, Painted Wall: A sign painted directly onto the exterior wall of a building and having no sign structure.~~

~~Sign, Pan Channel: A letter or shape constructed with side walls and a face making the shape a solid integral unit with a pan shaped cross section.~~

~~Sign, Post: A sign mounted on either a single post or two or more posts as illustrated below:~~

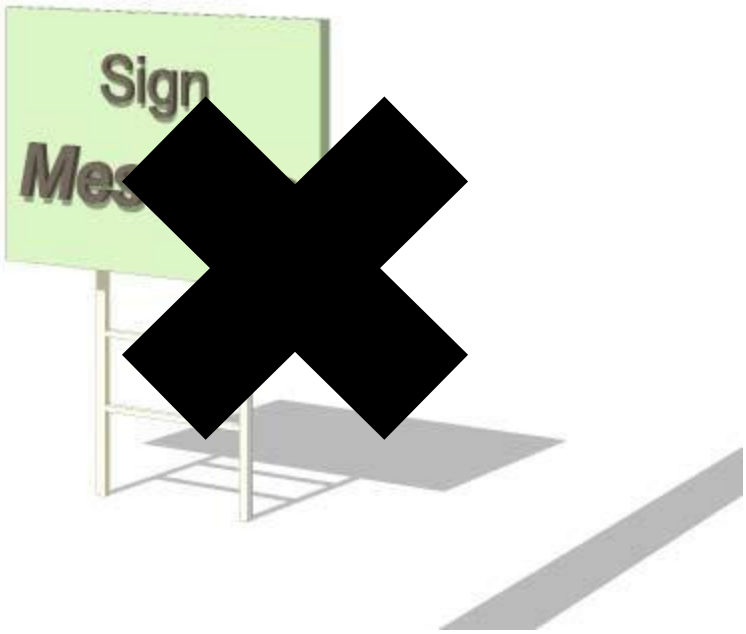


~~**Sign, Sandwich: See "Sign, A-Frame."**~~

~~**Sign, Time and Temperature: A sign whose only function is to display information about the current time and/or temperature in an electronic or digital manner.**~~

~~**Sign, Type A: Freestanding signs that are associated with larger frontage sites located on major arterials.**~~

~~**Sign, Type B: Freestanding signs that are generally smaller and shorter, and are associated with smaller sites and/or with frontages on minor arterials or smaller street type.**~~



ORDINANCE NO. 2026-01

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-23-00134 – SIGN STANDARDS"; 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 10-50.100 Sign Standards; and

WHEREAS, a citizen review session was held at the Planning Commission work session on October 9, 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 a public hearing on December 10, 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 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-23-00134 – Sign Standards"*, one (1) paper copy and one (1) electronic copy of which are on file with the City Clerk in compliance with A.R.S. § 44-7041, was declared to be a public record by Resolution No. 2026-03.

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-23-00134–Sign Standards"*, 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. 2026-XX 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 3rd day of February 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

HOUSING IMPACT STATEMENT
PZ-23-00134 SIGN STANDARDS

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 does not add to the cost of constructing housing as it is solely focused on the standards for signage which is not required to be installed on any project.

2. A description of any data or reference material on which the proposed zoning text amendment is based.

   This amendment is in response to feedback received about the sign code from those who work within this portion of the code regularly.

3. A description of any less costly or less restrictive alternative methods of achieving the purpose of the proposed zoning text amendment.

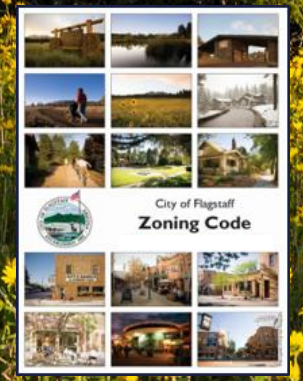
   No alternatives were considered.

Amendment to Zoning Code Division 10-50.100 Sign Standards

PZ-23-00134

Wesley Welch, AICP
Senior Planner

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER



Sign Standards

City's Proposed Zoning Code Text Amendment

Amend the Zoning Code to modify the existing sign standards:

- **Clarify the Design Handbook for Downtown is not meant as a regulatory document**
- **Significantly reduce the amount of minor stipulations required for specific sign types**
- **Correct a typo that allowed for extra signage for a business with secondary frontage**
- **General clean-up of repetitive language and simplification of standards.**

Sign Standards

Purpose (Section 10-50.100.010)

- Condensed repetitive and/or unnecessary language into one paragraph.

Compliance with the Zoning Code… (Section 10-50.100.020)

- Created new section to align with Outdoor Lighting Standards section organization.
- Combined information from old Applicability and Sign Permit sections of the code and placed near the top of the Division.

Applicability (Section 10-50.100.030)

- Condensed language and removed a table which had a summary of incentives that are found in other areas of code or that were removed entirely.

Sign Standards

General Restrictions and Requirements for All Signs (10-50.100.040)

- **Condensed “Location Restrictions” and made language more concise and removed unnecessary restrictions.**
- **“100-50.100.040.B.5” identifies a prohibition on commercial signage placed on vehicles and parked on site operating as a sign. This was relocated from a later section of the code.**
- **Condensed “Display Restrictions” to be more concise.**
- **“Sign Measurement Criteria” was updated with more concise language throughout and the removal of unnecessary items and/or items that are difficult to quantify.**

Sign Standards

Permanent Signs (10-50.100.050)

- **Substantive changes made to Table 10-50.100.050.A**
  - **Footnote 1 was removed as it was redundant based on column heading.**
  - **Footnote 5 was removed for a similar reason as Footnote 1.**
  - **Multifamily Development Building Mounted Signage was updated to a maximum height of 24 feet and a maximum area of 16 square feet.**
  - **Footnotes have been changed to account for changes in deleted footnotes**
  - **Master Planned Communities, Subdivisions, and Manufactured Home Parks have been grouped together.**

Sign Standards

Permanent Signs (10-50.100.050)

- **Substantive changes made to Table 10-50.100.050.A**
  - **Maximum area for "Nonresidential use in a Commercial or Industrial Zone" was corrected for a typo that was allowing double the square footage for secondary frontages when the intention was to allow half a square foot per linear foot.**
  - **Multi-tenant freestanding signs in a commercial zone was upped in order to provide slightly more signage for a multi-tenant site.**
  - **A Mixed-Use Development section was added to the table to break up signage between the residential and commercial components of these developments.**

Sign Standards

Permanent Signs (10-50.100.050)

- **Standards for Specific Sign Types**
  - **Originally, each sign type had its own table and set of standards. There is now one table which groups standards that apply to all sign types. That table is followed by a few specific regulations per sign type.**
  - **Awning and Canopy Signs were initially two separate sets of standards, those standards have now been combined.**
  - **Width of building mounted sign types was initially 60% the width of the building element on which they are placed, this has been changed to 80%.**
  - **Service Island Canopy Signs are now identified as part of Building Mounted Sign standards as opposed to having their own set of standards.**
  - **Multiple standards for building mounted signs have been removed entirely.**

Sign Standards

Permanent Signs (10-50.100.050)

- **Standards for Specific Sign Types**
  - **Standards for Changeable Copy, Driveway, and Directory Signs have been reduced into one or two standards for each sign type.**
  - **Freestanding sign standards have either been moved to Table 10-50.100.050.A or removed entirely as they were unnecessary, redundant, or difficult to enforce.**
  - **Sign base width requirements have been removed.**
  - **Landscaping requirements for freestanding signs have been removed. Landscaping for all new developments is required so most new development freestanding signs will have landscaping. New regulation has been added which is that the area around the freestanding sign must be clear of weeds and debris**

Sign Standards

Permanent Signs (10-50.100.050)

- **Standards for Interpretive Signs have been removed,**
- **Standards for landscape wall signs have been removed as that sign type will now be governed by freestanding sign regulations.**
- **Projecting and Suspended signs have been grouped into the same set of regulations.**
- **Roof-mounted sign standards have been simplified to be more concise and allow for more of the roof rea to be covered**
- **Window signage regulations have been significantly reduced.**

Sign Standards

Comprehensive Sign Programs (10-50.100.060)

- **Removed language that required Comprehensive Sign Programs for all multi-family and nonresidential uses, which has not been followed for any developments in town.**
- **Removed unnecessary language to make the section more concise.**
- **Changed language which allows minor modifications to approved Comprehensive Sign Plans without having to pay the Comprehensive Sign Plan fee and instead can be handled through a sign permit fee (difference of approximately $1,800 vs. $90).**
- **Removed a reference to “findings” in the submittal requirements as there have never been any findings for a sign plan.**

Sign Standards

Sign Design Incentives (10-50.100.070)

- **Condensed language to make it more concise.**
- **All incentives remain, however incentives that apply directly to freestanding signs no longer give bonuses to building mounted signs on the site.**
- **Cumulative Adjustments table removed as it was redundant**

Sign Standards

Portable and/or Temporary Signs (10-50.100.080)

- **As earlier in the code, standards for all temporary sign types have been placed into one table to aid in comprehension.**
- **The rest of the code changes are to clean up various numbers, letters, and references.**

Sign Standards

Sign Districts of Special Designation (10-50.100.090)

- **Any item that referenced “exceptional design” has been removed to eliminate subjectivity. New standards are more objective which allows for uniformity in how it is administered.**
- **Standards for each sign type have been condensed into one table with a few standards for each sign type following the table, as in other parts of the updated code. Since this is another level of review beyond the standard regulations in the sign code, any regulations that have not changed for the Flagstaff Central Sign District are governed by the earlier sections of code.**

Sign Standards

Sign Districts of Special Designation (10-50.100.090)

- **Downtown Overlay Zone**
  - **There were various iterations of this zone's name, it has now just been cleared up and is only referred to as the Downtown Overlay Zone.**
  - **Initially, this section referenced an document from the 90s called the Design Handbook for Downtown Flagstaff. Applicable standards have been included directly into the text of the sign code and a reference to the document has been removed. It is now made clear that the Design Handbook for Downtown Flagstaff is used for clarification purposes only.**
- **Flagstaff Auto Park District, Mall, and West University Entrance Drive**
  - **These sections remain unchanged except for changing some table and image number references.**

Sign Standards

Definitions “S” (10-80.20.190)

- **Sign definition has been modified.**
- **Every single sign type had its own definition, most of these were removed as they are dictionary definitions and have no specific relation to the sign code.**

Sign Standards

Staff Recommendation

Findings for Zoning Code Text Amendments:

(1) The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan;

(2) The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City; and

(3) The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

Sign Standards

The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan.

- The amendment's primary purpose is to simplify and condense standards within the sign code.
- There are no specific goals and policies that reference sign standards.
- This text amendment does not drastically change the standards found in code but rather simplifies the language to help ensure consistent regulation.

Sign Standards

The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City.

- The proposed amendment is not anticipated to be detrimental to the public interest, health, safety, convenience, or welfare of the City.

Sign Standards

The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

- The proposed amendment revises the entire Sign Standards Division of the Zoning Code.
- The amendment is internally consistent, utilizes the existing format, and does not conflict with other Zoning Code provisions
- All these changes in combination maintain the internal consistency of the Zoning Code.

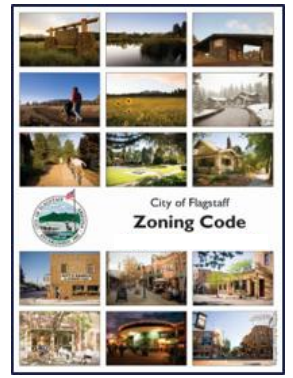
Sign Standards

Recommendation

The Planning and Zoning Commission, in accordance with the findings presented in this report, makes a recommendation to the City Council for approval of the Zoning Code Text Amendment.

Sign Standards

Questions, Comments, and Suggestions



CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacey Brechler-Knaggs, Grants, Contracts & Emergency Management Director

Co-Submitter: Mark Wilson

Date: 01/15/2026

Meeting Date: 01/20/2026

TITLE:

Consideration and Adoption of Resolution No. 2026-05: A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement with the Arizona Department of Forestry and Fire Management for the Northern Arizona Wildland Fire Training Facility.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2026-05 by title only
2. City Clerk reads Resolution No. 2026-05 by title only (if approved above)
3. Adopt Resolution No. 2026-05

Executive Summary:

Staff is requesting approval of the Intergovernmental Agreement (IGA) between the City of Flagstaff and the Arizona Department of Forestry and Fire Management (CFFM) for the Northern Arizona Wildland Fire Training Facility. The State of Arizona approved fiscal year 2026 General Appropriations Act (SB 1735), which allocated $4,000,000 to DFFM to fund the construction of a new operational base for the Flagstaff Fire Department's Wildfire Management Division and provide wildfire suppression training for local and regional firefighters. By approving the IGA, DFFM will disburse $4,000,000 to the City upon execution of the Agreement.

Financial Impact:

Project Name: Northern Arizona Wildland Fire Training Facility
Cost: $650,000 (Design) / $4,000,000 (Construction)
Account Number Budgeted: 070-03-053-3622-2-4421
FY Budgeted Amount: FY 2025-26 $648,000 (Design)
Grant Funded: Yes
Funding Source: Arizona Department of Forestry and Fire Management

Policy Impact:

None

Previous Council Decision or Community Discussion:

None

Options and Alternatives to Recommended Action:

- Approve the IGA so funds will be disbursed to the City of Flagstaff.
- Do not approve the IGA and funds will not be disbursed to the City for the project.

Background and History:
In July 2025, the state allocated $4M to the City of Flagstaff in its FY26 budget for the construction of a regional wildland fire training facility. The construction of a permanent wildland fire training facility in Flagstaff will serve as the operational base for the Flagstaff Fire Department's Wildfire Management Section, along with providing year-round high-quality and scenario-based training opportunities for local and regional fire personnel. The facility will also enhance coordination among municipal, state, and federal firefighting agencies.

The City of Flagstaff has dedicated $650,000 for the design of the facility, and the $4,000,000 provided by the state will be used for construction.

"Keeping Arizonans safe from wildfires is paramount to creating strong and vibrant communities," said Governor Katie Hobbs. "This investment will make sure northern Arizona has the highly trained personnel and resources it needs to effectively respond to wildfires and protect both individuals and property. "I will continue to make sure Arizona is equipped to handle the increasing threat of wildfires across the state."

Connection to PBB Priorities and Objectives:
Safe & Healthy Community - Provide public safety services with resources, staff & training responsive to the community needs.

Connection to Regional Plan:
N/A

Connection to Carbon Neutrality Plan:
N/A

Connection to 10-Year Housing Plan:
N/A

Attachments: Res. 2026-05
IGA with DFFM for Wildland Training Facility
Presentation

RESOLUTION NO. 2026-05

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN ARIZONA DEPARTMENT OF FORESTRY AND FIRE MANAGEMENT, AN AGENCY OF THE STATE OF ARIZONA AND THE CITY OF FLAGSTAFF FOR A NORTHERN ARIZONA WILDLAND FIRE TRAINING FACILITY

RECITALS:

WHEREAS, the Arizona Department of Forestry and Fire Management (DFFM) and City of Flagstaff ("City") desire to enter into an intergovernmental agreement for a Wildfire Management Station and Training Center;

WHEREAS, the FY26 General Appropriations Act (SB1735) allocates to DFFM $4,000,000 to fund the construction of a new operational base for the Flagstaff Fire Department's Wildfire Management Program and provide wildfire suppression training for local and regional firefighters;

WHEREAS, the City has allocated $650,000 for costs of the design of the Facility and DFFM will disburse $4,000,000 for construction of the Facility.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the Intergovernmental Agreement between Arizona Department of Forestry and Fire Management and the City of Flagstaff, Arizona, attached hereto as Exhibit A.

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 20th day of January 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
IGA

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF FLAGSTAFF
AND THE
ARIZONA DEPARTMENT OF FORESTRY AND FIRE MANAGEMENT
RELATING TO NORTHERN ARIZONA WILDLAND FIRE TRAINING FACILITY
C# 26-001-33

This Intergovernmental Agreement ("Agreement") is entered into by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City") and the Arizona Department of Forestry and Fire Management, an agency of the State of Arizona ("DFFM"). The City and DFFM are collectively referred to as "Parties" or individually as a "Party."

This Agreement shall become effective as of the date it has been executed by all Parties (the "Effective Date").

AUTHORIZATION / PURPOSE

1. A.R.S. §11-952 et seq. authorizes public agencies to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.
2. The FY26 General Appropriations Act (SB1735) allocates to DFFM $4,000,000 to fund the construction of a new operational base for the Flagstaff Fire Department's Wildfire Management Division ("Facility") and provide wildfire suppression training for local and regional firefighters.
3. The City has allocated $650,000 for the costs of the design of the Facility.
4. The City is authorized to execute this Agreement pursuant to A.R.S. §11-952.
5. DFFM is authorized to execute this Agreement pursuant to A.R.S. § 37-1302.
6. This Agreement does not relieve the Parties of any obligation or responsibility imposed by law.

AGREEMENT

1. Responsibilities of the City.

A. Allocate and expend no less than $650,000 for the design of the Facility in accordance with applicable procurement laws and building codes.
B. Manage all aspects of design, procurement, and construction of the Facility.
C. Submit quarterly written reports to DFFM detailing: 1) Project progress 2) Year to date expenditures 3) Project milestones and timelines.
D. Develop a wildfire suppression training curriculum and submit it to DFFM for non-binding review prior to implementation and ongoing as updates occur.
E. The City shall hold the $4,000,000 in funds it receives under section 2(A) below in a segregated account ("Segregated Account") and shall use these funds solely for construction costs of the Facility.

2. Responsibilities of DFFM.

A. Disburse $4,000,000 to the City upon execution of this Agreement. These funds are to be used solely for construction costs of the Facility.
B. Designate its Deputy Director of Administration as DFFM's point of contact for coordination with the City throughout the term of this Agreement.
C. Review and comment on wildfire suppression training curriculum for consideration by the training leaders.
D. Review and comment on facility design products for consideration by the City.

3. Joint Responsibilities of the Parties.

A. Meet quarterly to review City reported progress and discuss any coordination

needs related to construction or training implementation.

B. Participate in the review of the final Facility design prior to construction. Final design authority rests with the City.

4. Notices.

All notices required under this Agreement shall be in writing and given by email delivery and by nationally recognized courier or United States Post Office certified mail with return receipt requested or by hand delivery with a receipt, to each Party's following address, or to such other address as either Party may notify the other in writing as provided herein.

City of Flagstaff
Attn: Director Stacey Brechler-Knaggs
211 W Aspen
Flagstaff, AZ 86001
Email: sknaggs@flagstaffaz.gov
Phone: 928-213-2227

Department of Forestry and Fire Management
Attn: Deputy Director, Daniel Valenzuela
1110 W Washington Street #500
Phoenix, AZ 85007
Email: dvalenzuela@dffm.az.gov
Phone: (602) 771-1400

5. General Provisions.

A. This Agreement shall become effective as of the date it is executed by all the Parties. The term of this Agreement is five (5) years and may be renewed on the written agreement of the Parties for up to two (2) additional years.

B. This Agreement shall not be modified or extended except by a written instrument executed by both Parties.

C. Any Party may terminate this Agreement upon furnishing the other Party with written notice at least thirty (30) days prior to the effective termination date. Upon termination, the City shall return to DFFM all funds remaining in the Segregated Account on the termination date and copies of all work product produced as a result of expenditures from the Segregated Account. The Parties shall incur no further obligation or liability under this Agreement other than for payment of services rendered under this Agreement prior to the termination of the Agreement.

D. To the extent permitted by law and except for a Party's gross negligence and willful misconduct, each Party will defend, protect, release, indemnify and save the other Party harmless, including any of the Party's departments, agencies, officers, employees, elected officials, or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising directly or indirectly, in whole or in part, out of the performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by any Party, its departments, agencies, officers, employees, elected officials, or agents. In the event of an action, the damages which are the subject of this indemnity shall include costs, expenses of litigation, and reasonable attorneys' fees.

E. The Parties warrant that they are in compliance with A.R.S. §41-4401 and further acknowledge that:

1) Each Party, for itself and all subcontractors, if any, agrees to comply with the Immigration Reform and Control Act and Arizona statutes, in the performance of this Agreement and, upon request, permit the other Party to inspect personnel records to verify such compliance.
2) Each Party, for itself and all subcontractors, if any, shall comply and warrants full compliance with all federal immigration laws and regulations that relate to their employees, and their compliance with A.R.S. § 23-214 et seq. A breach of this warranty shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement. Each Party retains the right to inspect the papers of the other Party's or subcontractor's employee(s) who work on the Project(s) to ensure that the Party or subcontractor is complying with the warranty provided above. Each Party shall make all papers and employment records of the said employee(s) available during normal working hours in order to facilitate such an inspection. Nothing herein shall make either Party or subcontractor an agent or employee of the other Party.
3) Any breach of the warranty shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the contract.
4) The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Project(s) to ensure that the contractor or subcontractor is complying with the warranty above and that the contractor agrees to make all papers and employment records of said employee available during normal working hours in order to facilitate such an inspection.
5) Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of either Party.

F. Neither Party, nor their contractor or vendors that provides goods or services under this Agreement, have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

G. Any funding provided for in this Agreement or associated supplemental agreement(s) is contingent upon being budgeted, appropriated and approved by the City of Flagstaff and the State of Arizona. This section will control despite any provision of this Agreement or any exhibit or other agreement or document related to this Agreement. This Agreement may be terminated by either Party due to non-appropriation of funds without any penalty or liability to such Party. Termination in accordance with this provision will not constitute a breach of this Agreement by either Party.

H. This Agreement has been arrived at by negotiation and shall not be construed against any Party, including the Party who prepared the last draft.

I. The Parties shall comply with Executive Order 2023-01 and any other applicable federal or State laws relating to equal opportunity and non-discrimination including the Americans with Disabilities.

J. In accordance with A.R.S. §35-214 and A.R.S. §41-151.12, the Parties agree to retain and shall contractually require any sub-contractor to retain all data, books, and other records ("records") relating to this Agreement for six (6) years after expiration or termination of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Parties shall produce the original of any or all such records.

K. This Agreement is subject to termination for conflict of interest pursuant to A.R.S. §38-511.

L. In the event that any provision of this Agreement or portion thereof is held invalid,

illegal, or unenforceable, such provision or portion thereof shall be severed from this Agreement and shall have no effect on the remaining provisions of this Agreement.

M. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Electronic signatures shall have the same force and effect as original signatures.

IN WITNESS HEREOF, the Parties have executed this Agreement on the date indicated.

CITY OF FLAGSTAFF

_____
Date

ATTEST

_____
Clerk of the Board Date

Approved as to Form:

_____
Deputy City Attorney Date

ARIZONA DEPARTMENT OF FORESTRY AND FIRE MANAGEMENT

_____
State Forester Date

Approved as to Form:

_____
Assistant Attorney General Date

$4,000,000

A HUGE LIFT & GIFT

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

A Regional Asset

The City of Flagstaff was awarded a grant from the state



Senate Bill 1735 Appropriations (through Dept. of Fire and Forestry Management) is for $4,000,000



The City has budgeted $650k for the design costs



There will still be a gap to complete it all, but this is a giant step forward for the Department and Region

A Regional Asset

Wildfire Management Station

- Currently located at the Airport in a loaned facility
- Not the correct type of facility and very old
- Adjacent to the airport tarmac and is not in the correct or ideal location
- No current funding to replace

Current Facility



A Regional Asset

Training Classroom

- Currently located next to the Wildcat Treatment plant
- A modular facility placed in 2008 with limited space
- Not in the correct location inside the treatment plant gates
- No current funding to replace

Current Facility



A Regional Asset

Wildfire Management Station

- Will house the Flagstaff Fire Departments Wildland Fire Management (WFM) Division
- Will provide much needed office space for WFM staff
- Will provide apparatus and equipment bay and storage space
- They will be the subject matter experts to assist with regional wildfire trainings

Classroom

- Will serve as the regional training classroom for all-risk trainings
- Will allow for larger outside trainings to be hosted for regional purposes
- Will significantly increase the classroom capacity from the current facility
- Will be the primary classroom for the N. AZ Greater Flagstaff Regional Academy

A regional asset

Build time is estimated at 2-3 years out

The City already owns the land

It will be located within the footprint of the current Flagstaff Fire Department Training Center

Questions or Comments?











CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Allison Hughes, Support Services Section Director

Date: 01/15/2026

Meeting Date: 01/20/2026

TITLE:

Consideration and Adoption of Resolution No. 2026-06: a resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between Coconino County, for the benefit of the Coconino County Constables of the Flagstaff and Williams Precincts, and the City of Flagstaff for dispatch services.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2026-06 by title only
2. City Clerk reads Resolution No. 2026-06 by title only (if approved above)
3. Adopt Resolution No. 2026-06

Executive Summary:

The Flagstaff Police Department operates a Public Safety Answering Point (PSAP) that provides emergency and non-emergency dispatch services. This Intergovernmental Agreement formalizes the provision of dispatch services to the Coconino County Constables, ensuring reliable communications support and coordinated response.

Providing dispatch services through the Flagstaff Police Department promotes operational efficiency, consistent call handling, and effective coordination between agencies while leveraging existing infrastructure, technology, and trained personnel.

Financial Impact:

Costs associated with providing dispatch services to Coconino County on behalf of the Constables will be recovered through the fee structure outlined in the IGA. Fees are calculated to reflect the proportional cost of service and are intended to offset operational expenses. No additional staffing is required as a result of this agreement.

Policy Impact:

This agreement supports intergovernmental collaboration and efficient use of public safety resources. Centralizing dispatch services within the Flagstaff Police Department enhances communication, standardization, and accountability while maintaining service levels for the community.

Previous Council Decision or Community Discussion:

No previous discussion by council.

Options and Alternatives to Recommended Action:

An alternative would be for the County Constables to independently secure dispatch services, which could result in fragmented communications and increased costs. Providing dispatch services through the Flagstaff Police Department offers a more efficient and coordinated approach.

Connection to PBB Priorities and Objectives:
This Intergovernmental Agreement supports the High Performing Governance and Safe and Healthy Community priorities by promoting intergovernmental collaboration, maximizing the efficient use of existing public safety infrastructure, and ensuring reliable dispatch services without duplicating systems or staffing.

Connection to Regional Plan:
This agreement aligns with the Regional Plan's goals related to public safety, efficient service delivery, and regional coordination, supporting shared services and partnerships that enhance emergency response and community safety across jurisdictions.

Connection to Carbon Neutrality Plan:
NA

Connection to 10-Year Housing Plan:
NA

Attachments: Res. 2026-06
IGA with Coconino County

RESOLUTION NO. 2026-06

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN COCONINO COUNTY, FOR THE BENEFIT OF THE COCONINO COUNTY CONSTABLES OF THE FLAGSTAFF AND WILLIAMS PRECINCTS AND THE CITY OF FLAGSTAFF FOR DISPATCH SERVICES

RECITALS:

WHEREAS, this Agreement is made under the authority of Arizona Revised Statues Section 11-952; and,

WHEREAS, the City Council has read and considered the staff summary report and proposed Intergovernmental Agreement for Dispatch Services attached thereto and finds that it is in the best interests of the City to enter into the Agreement.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the Intergovernmental Agreement between Coconino County, for the benefit of the Coconino County Constables of the Flagstaff and Williams precincts and the City of Flagstaff, Arizona, attached hereto ("IGA"), which shall become effective January 20, 2026.

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 20th day of January 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
IGA

When recorded, mail to:
Clerk's Office
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

INTERGOVERNMENTAL AGREEMENT FOR DISPATCH SERVICES

between

CITY OF FLAGSTAFF
an Arizona Municipal Corporation
and
COCONINO COUNTY
a Political Subdivision of the State of Arizona

This intergovernmental agreement for dispatch services ("Agreement") is entered into on this 20th day of January,, 2026 between the City of Flagstaff ("City"), an Arizona municipal corporation, with offices at 211 W. Aspen Avenue, Flagstaff, Arizona, on behalf of the Flagstaff Police Department ("FPD") and Coconino County, a political subdivision of the State of Arizona, with offices at 219 E. Cherry Street, Flagstaff, AZ 8600, for the provision of dispatch services by and between the FPD Public Safety Answering Point (911) and the Coconino County Constables for both the Flagstaff and Williams Precincts ("Coconino County Constables").

RECITALS

A. The City, through the FPD, operates, manages and maintains a dispatching facility which includes an automated computer-aided dispatching system, telephones, recording equipment and dispatch personnel for the operation of a dispatch center located at the Law Enforcement Administrative Facility at 911 E. Sawmill Rd., Flagstaff, AZ 86001. The FPD is the primary Public Safety Answering Point (PSAP) for all 9-1-1 calls within its area of responsibility. The FPD provides emergency dispatching for police and fire agencies within the City of Flagstaff and contracts to provide dispatch services to other agencies and organizations.

B. Coconino County, for the benefit of the Coconino County Constables of the Flagstaff and Williams Precincts, desire that the City, through the FPD, provide emergency dispatching for all calls for service by and between the Coconino County Constables in accordance with the terms of this Agreement.

NOW, THEREFORE, pursuant to Arizona Revised Statutes Section 11-952, authorizing agreements for services among two or more public agencies, and in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **Term**

This Agreement shall become effective on January 21st, 2026 at 0001 hours, and, subject to early termination or renewal as provided below in Section 4, shall continue for a period of three (3) years, until January 20th, 2029 at 2359 hours, unless renewed as provided for below.

2. Scope of City Services

The City, through the FPD, agrees to provide emergency dispatching services to the aforementioned Coconino County Constables, twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty five (365) days a year as follows:

2.1 The FPD will provide automated dispatching utilizing computer-aided dispatching. The capabilities the FPD will make available to the Coconino County Constables include location of events utilizing cross streets, addresses and varied map coordinates as may be available, maintenance of status time, including time received, time dispatched, time first unit on scene, time last unit cleared scene, and other fire service benchmark times as available.

2.2 If requested by a Coconino County Constables, the FPD will provide summary listings to the requesting Coconino County Constable of call data by month, quarter or year as generated by the CAD system. In addition, FPD will provide an incident summary to a Coconino County Constable at the end of each call by fax or email.

2.3 The FPD will record all Coconino County Constable radio transmissions from the primary dispatch channel as received at the dispatch center, and all telephone transmissions on emergency lines present in the FPD dispatch center. The FPD will maintain all recordings for a period not to exceed three hundred sixty-five (365) calendar days, after which such records shall be destroyed. When requested in writing, the FPD will provide recordings of incidents to a Coconino County Constable in a timely manner on standard compact disc.

2.4 The City maintains two redundant on-line servers for the CAD operation and will regularly backup these servers. Every effort will be made to maintain a 100% up- time and required downtime maintenance as scheduled with users whenever possible. The City cannot be responsible for unexpected downtime and maintains a manual backup for such eventuality.

2.5 All supervision, hiring and discipline of communications personnel will remain the sole responsibility and under the authority of the FPD.

3. Coconino County Constable Obligations

3.1 The Coconino County Constables agree to supply and maintain all equipment required to provide voice radio dispatching up to a demarcation point for each Constable. The demarcation is first established through a connection to the FPD dispatch center console interface patch panel.

3.2 The Coconino County Constables agree to work within any existing written procedures used by the FPD for dispatching. Procedures for specific requirements of police dispatching for the two Coconino County Constables, if agreed upon by the Parties, will be documented in the Flagstaff Police Department Communications Manual and thereafter shall be utilized for dispatching services for the Coconino County Constables.

3.3 The Coconino County Constables, by and through Coconino County, collectively agree to pay the City a flat fee of Five Thousand and No/100 Dollars ($5,000.00) ("Annual Fee") each year during the Term, including any Renewal Term, of this Agreement in exchange for providing the combined Services to the Coconino County Constables. The City will send the Coconino County an invoice for the Annual Fee on the Effective Date and on each annual anniversary thereafter during the Term or any Renewal Term of this Agreement. Coconino County agrees to pay the Annual Fee in full to the City within thirty (30) calendar days of the date Coconino County receives the invoice from the City.

4. Termination and Renewal.

4.1 Either Party may terminate this Agreement by providing written notice to the other no less than ninety (90) days before the anniversary date of this Agreement.

4.2 The City shall also have the right to terminate this Agreement upon written notice to the Coconino County Constables in the event Coconino County fails to make any payment due the City under this Agreement within thirty (30) calendar days of the due date.

4.3 In the absence of a termination event as provided for in Subsections 4.1 and 4.2 above, the Parties stipulate that this agreement shall automatically renew for successive three (3) year terms.

5. Liability and Indemnification

5.1 The City, the FPD and their officials, employees and agents, shall not be liable for damages to Coconino County, the a Coconino County Constables, or third parties as a result of any failure by the FPD to perform any of FPD's obligations set forth in Section 2 of this Agreement if such failure, in whole or in part, arises out of or results from the failure of the Coconino County Constable to submit correct and complete data to the FPD or the failure of the Coconino County Constables to provide or maintain equipment as set forth in Section 3.1.

5.2 No party to this Agreement, their agents, officials and employees, shall be liable to any other party for failure to comply with any of the terms and conditions of this Agreement where any failure to comply is caused by an act of God, court order, government regulation or requirement, other than those imposed by that party, strike, fire, flood, windstorm, breakdown or other damage to equipment, power failure or any other cause beyond the reasonable control of that party.

5.3 Coconino County, and each of the two Coconino County Constables agree to indemnify, hold harmless and defend the City, the FPD and their agents, officials and employees, from and against any and all claims, demands, costs, actions, suits, liabilities, losses and expenses, of whatever kind and nature whatsoever, that may arise out of or result from any negligent act, alleged act, action or omission of a Coconino County Constable or their respective employees, agents or contractors under this Agreement, including, but not limited to, a Coconino County Constable's failure to submit correct and complete data to the FPD or the failure of the a Coconino County Constable to provide and maintain equipment as set forth in Section 3.1. The Coconino County Constables' obligations under this indemnity provision shall survive any termination of this Agreement.

5.4 Except as otherwise provided in this Section 5, the City covenants and agrees to indemnify, hold harmless and defend Coconino County, the Coconino County Constables, and their respective elected agents, officers,, employees and volunteers, from and against any and all claims, demands, costs, actions, suits, liabilities, losses and expenses, of whatever kind and nature whatsoever, that may result from any act, action or omission of the City, the FPD, or their employees, agents or contractors under this Agreement, or as a result of any failure of any equipment which the City and FPD is required to maintain under the terms of this Agreement. The City's and FPD's covenants and obligations under this indemnity provision shall survive any termination of this Agreement.

5.5 Each party shall maintain adequate insurance, which may include a Bonafide self-insurance program, to cover any liability arising from the performance of this agreement and the acts and omissions of the party's employees or agents.

5.6 City Dispatch complies with CJIS standards for cyber-security auditing. The City will provide a copy of the latest CJIS report to Coconino County upon request.

6. Confidentiality

The parties shall comply with all applicable local, state, and federal confidentiality and privacy laws and regulations. Confidential Information may be supplied to the City or FPD solely for the purposes of performance under this Agreement and City and FPD agree not to use this data for any other purpose or to disclose the data to any third party

7. Information Security.

7.1 Incident Reporting

City and FPD shall immediately notify Coconino County of any cyber security or privacy breach it experiences and whether this affects any Coconino County data. In the event the City and/or FPD cyber security or privacy breach involves Coconino County data, the City and FPD shall provide Coconino County with access to City and FPD forensics reports.

7.2 Notifications

City/FPD must immediately notify Coconino County if it receives any type of FOIA (Freedom of Information Act), Public Records Request, or any type of subpoena regarding County data or infrastructure. All notifications or reports must be sent to Information Security at the Information Security Office: iso@coconino.az.gov.

8. Dispute Resolution

8.1 If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to arbitration, if required under A.R.S. § 12-1518, to litigation or to some other dispute resolution procedure. Mediation will be self-administered and conducted under the Conflict Prevention and Resolution (CPR) Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, NY 10017, (212) 949-6490, www.cpradr.org, with the exception of the mediator selection provisions. The parties shall select one or more mediators acceptable to each party. Each party agrees to bear its own costs in mediation.

8.2 The parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation. This mediation provision is not intended to constitute a waiver of a party's right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if a party seeks provisional relief under the Arizona Rules of Civil Procedure.

9. Notices

Unless otherwise specified in this Agreement, any notice or other communication required or permitted to be given shall be in writing and sent to the address given below for the party to be notified, or to such other address notice of which is given:

If to City:

Shannon Anderson,
Deputy City Manager
City of Flagstaff
211 West Aspen Avenue

Copy to:

Sean Connolly
Police Chief
Flagstaff Police Department
911 E. Sawmill Road

If to Coconino County

James Orloski
Director of Strategic Initiatives
Coconino County Manager's Office
219 East Cherry Avenue

10. General Provisions

10.1 Maintenance. Maintenance of the FPD dispatch center and all on-premise Public Safety Answering Point (PSAP) and radio equipment shall be the sole responsibility of the FPD.

10.2 Status of Employees. Employees of the respective parties shall not be considered employees or agents of the other, and the City and the Coconino County Constable Districts agree that they shall retain sole responsibility and authority over their respective employees.

10.3 Authorization to Contract. Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations under this Agreement and has taken all required acts or actions necessary to authorize the same.

10.4 Integration; Modification. Each party acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties, except as expressed in this Agreement, and that this Agreement constitutes the parties' entire agreement with respect to the matters addressed in this document. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are superseded and merged in this Agreement. Except as to modifications to Attachment A to this Agreement as set forth in Section 3.3, this Agreement may be modified or amended only by written agreement signed by both parties and recorded by the County Recorder, and any modification or amendment will become effective on the date so specified.

10.5 Cancellation for Conflict of Interest. Pursuant to Arizona Revised Statutes Section 38-511, either the City or the District may cancel this Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of a party is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of the other party of the Agreement in any capacity or as a consultant to the other party of the Agreement with respect to the subject matter of this Agreement.

10.6 Waiver. No failure to enforce any condition or covenant of this Agreement will imply or constitute a waiver of the right of a party to insist upon performance of the condition or covenant, or of any other provision of this Agreement, nor will any waiver by either party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach under this Agreement.

10.7 Non-Discrimination. FPD warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. FPD shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and the Genetic Information Nondiscrimination Act of 2008.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year written above.

City of Flagstaff

Becky Daggett, Mayor

Attest:

City Clerk

COCONINO COUNTY

Chairperson, Board of Supervisors

Attest:

Clerk, Board of Supervisors

Attorney Approval:

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned attorneys who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties of the Agreement represented by the undersigned attorneys.

City Attorney
Counsel for the City of Flagstaff

Deputy County Attorney
Counsel for Coconino County Board of Supervisors

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Charles Hernandez, Deputy Police Chief - Criminal Investigations

Co-Submitter: Megan Dales

Date: 01/15/2026

Meeting Date: 01/20/2026

TITLE:

Consideration and Adoption of Resolution No. 2026-04: A resolution of the Flagstaff City Council, authorizing the Intergovernmental Agreement between the City of Flagstaff and the State of Arizona through its Department of Public Safety for Local Border Support Grant Funds.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2026-04 by title only
2. City Clerk reads Resolution No. 2026-04 by title only (if approved above)
3. Adopt Resolution No. 2026-04

Executive Summary:

Approval of the IGA will allow the City of Flagstaff to receive Local Border Support Grants funds from the State of Arizona, through the Department of Public Safety, for the purpose of enhancing law enforcement services to deter, apprehend, prosecute and detain individuals charged with drug trafficking, human smuggling, and other criminal border-related crimes within the City of Flagstaff, Coconino County; utilizing allocated grant funding for overtime expenses in the amount of $150,000 and the procurement of two (2) unmarked pickup trucks with covert upfitting totaling $135,000.

By funding overtime rather than full-time salaries, the grant funds maximize operational efficiency while maintaining fiscal responsibility. These funds will directly enhance the Department's ability to provide surge capacity, sustain investigative coverage beyond standard duty hours, and ensure rapid deployment for high-priority enforcement activities. Overtime resources are essential for conducting mobile surveillance, executing search warrants, and coordinating cross-jurisdictional interdiction operations that target transnational criminal organizations.

The Flagstaff region includes both urban and rural transit corridors frequently exploited for narcotics movement, human trafficking, and associated violent crimes. The ability to operate in a low-visibility manner while maintaining secure, real-time communication with regional partners is vital to protecting officers, safeguarding communities, and ensuring mission success. These vehicles will directly strengthen local capacity to support state and federal border enforcement objectives, bridge resource gaps, and ensure coordinated, intelligence-driven operations against organized criminal enterprises.

Financial Impact:

Project Name: IGA between the City of Flagstaff and the State of Arizona, Department of Public Safety for FY25 -- FY27 Local Border Support
Cost: $285,000.00
Account Number Budgeted: 001-04-062-6058-X
FY2026 Budgeted Amount: $0

Grant Funded: YES; No match required, 100% grant funded
Funding Source: State of Arizona, Department of Public Safety

Policy Impact:
The IGA and grant funds aim to strengthen public safety by enhancing crime prevention and control efforts through increased funding and resource-sharing between the Flagstaff Police Department and the Department of Public Safety. This collaboration fosters more efficient and effective responses to community needs while expanding resources for victim assistance to ensure timely and adequate support. Additionally, the agreement promotes transparency and accountability by keeping the Council and public informed about the grant funding, objectives, and outcomes, reinforcing trust in law enforcement practices. By aligning funding with strategic priorities, this initiative delivers long-term community benefits, enhancing justice administration and building a safer, more resilient community.

Previous Council Decision or Community Discussion:
Council Approved a previous Local Border Support Grant Agreement between the City of Flagstaff and Coconino County in FY25

Options and Alternatives to Recommended Action:

1. Approve the acceptance of the grant agreement and funding; or
2. Decline the acceptance of the grant agreement and funding.

Connection to PBB Priorities and Objectives:
Safe & Healthy Community: Enhance community engagement and strengthen relationships between the community and public safety; Support social services, community partners, and housing opportunities; Provide public safety services with resources, staff, and training responsive to the communities needs
Inclusive & Engaged Community: Enhance the City's involvement in community, education, and regional partnerships to strengthen the level of public trust

Connection to Regional Plan:
The Local Border Support Grant Agreement aligns with the Flagstaff Regional Plan Policy PF.3.1, which emphasizes maintaining high quality, effective, and efficient law enforcement, fire, and emergency services. This policy underscores the importance of balancing public safety services with the operational goals, government plans, policies, population needs, and available funding.

By leveraging Fiscal Year 2026 -- Fiscal Year 2027 grant funds, this agreement directly supports this policy by ensuring the Flagstaff Police Department has the resources necessary to deliver enhanced public safety services. This approach will allow our agency to optimize our effectiveness and coordinated efforts to ensure alignment with population demands and regional public safety goals. Furthermore, the transparent use of these funds reflects a commitment to sound fiscal management, ensuring services remain sustainable and in line with public policies and budgetary limitations. This grant initiative strengthens the region's ability to meet evolving public safety needs while upholding the policy's focus on quality and efficiency.

Connection to Carbon Neutrality Plan:
The proposed procurement of two pickup trucks is aligned with the City of Flagstaff's Carbon Neutrality Plan by advancing a balanced, best-practice approach to municipal fleet management that integrates emissions reduction with operational necessity. The acquisition is consistent with the City's EV-first and fleet rightsizing principles by documenting mission-critical requirements, evaluating lower-emission alternatives, and selecting vehicles that minimize lifecycle environmental impact while maintaining essential service delivery. These vehicles support practical law enforcement and field operations that require payload capacity, all-weather reliability, and access to varied terrain and functions that are not yet fully met by available zero-emission options at scale. As such, the procurement represents a responsible interim solution that avoids oversizing, prioritizes fuel efficiency and durability, and positions the City to transition to electric or zero-emission pickup platforms as technology and City infrastructure mature.

In summary, this procurement advances the Carbon Neutrality Plan by ensuring fleet decisions are intentional, data-driven, and aligned with long-term emissions reduction goals, while safeguarding the Flagstaff Police Department's ability to deliver core public safety and operational services.

Connection to 10-Year Housing Plan:
N/A

Connection to Division Specific Plan:
The Agreement between the City of Flagstaff and the State of Arizona, through the Department of Public Safety, enables the Flagstaff Police Department to leverage Fiscal Year 2026 -- Fiscal Year 2027 grant funds to enhance crime prevention and control, also supporting justice administration.

Attachments: AZDPS LBS FY25-27 Staff Summary
Res. 2026-04
LBS Agreement Exhibit A

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Charles M Hernandez II, Deputy Chief

Co-Submitter: Megan Dales

Date: December 23, 2025

Meeting Date: January 20, 2026

TITLE:

Consideration and Adoption of Resolution No. 2026-XX: A resolution of the Council, of the City of Flagstaff, Coconino County, Arizona, authorizing the Intergovernmental Agreement between the City of Flagstaff and the State of Arizona through its Department of Public Safety for Local Border Support Grant Funds.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2026-XX by title only
2. City Clerk reads Resolution No. 2026-XX by title only (if approved above)
3. Adopt Resolution No. 2026-XX

Executive Summary:

Approval of the IGA will allow the City of Flagstaff to receive Local Border Support Grants funds from the State of Arizona, through the Department of Public Safety, for the purpose of enhancing law enforcement services to deter, apprehend, prosecute and detain individuals charged with drug trafficking, human smuggling, and other criminal border -related crimes within the City of Flagstaff, Coconino County; utilizing allocated grant funding for overtime expenses in the amount of $150,000 and the procurement of two (2) unmarked pickup trucks with covert upfitting totaling $135,000.

By funding overtime rather than full-time salaries, the grant funds maximize operational efficiency while maintaining fiscal responsibility. These funds will directly enhance the Department's ability to provide surge capacity, sustain investigative coverage beyond standard duty hours, and ensure rapid deployment for high-priority enforcement activities. Overtime resources are essential for conducting mobile surveillance, executing search warrants, and coordinating cross-jurisdictional interdiction operations that target transnational criminal organizations.

The Flagstaff region includes both urban and rural transit corridors frequently exploited for narcotics movement, human trafficking, and associated violent crimes. The ability to operate in a low-visibility manner while maintaining secure, real -time communication with regional partners is vital to protecting officers, safeguarding communities, and ensuring mission success. These vehicles will directly strengthen local capacity to support state and federal border enforcement objectives, bridge resource gaps, and ensure coordinated, intelligence-driven operations against organized criminal enterprises.

Financial Impact:

Project Name: IGA between the City of Flagstaff and the State of Arizona, Department of Public Safety for FY25 – FY27 Local Border Support
Cost: $285,000.00
Account Number Budgeted: 001-04-062-6058-X
FY2026 Budgeted Amount: $0
Grant Funded: YES; No match required, 100% grant funded
Funding Source: State of Arizona, Department of Public Safety

Policy Impact:

The IGA and grant funds aim to strengthen public safety by enhancing crime prevention and control efforts through increased funding and resource-sharing between the Flagstaff Police Department and the Department of Public Safety. This collaboration fosters more efficient and effective responses to community needs while expanding resources for victim assistance to ensure timely and adequate support. Additionally, the agreement promotes transparency and accountability by keeping the Council and public informed about the grant funding, objectives, and outcomes, reinforcing trust in law enforcement practices. By aligning funding with strategic priorities, this initiative delivers long-term community benefits, enhancing justice administration and building a safer, more resilient community.

Previous Council Decision or Community Discussion:
Council Approved a previous Local Border Support Grant Agreement between the City of Flagstaff and Coconino County in FY25

Options and Alternatives to Recommended Action:

1. Approve the acceptance of the grant agreement and funding; or
2. Decline the acceptance of the grant agreement and funding.

Connection to PBB Priorities and Objectives:
Safe & Healthy Community: Enhance community engagement and strengthen relationships between the community and public safety; Support social services, community partners, and housing opportunities; Provide public safety services with resources, staff, and training responsive to the communities needs

Inclusive & Engaged Community: Enhance the City's involvement in community, education, and regional partnerships to strengthen the level of public trust

Connection to Regional Plan:
The Local Border Support Grant Agreement aligns with the Flagstaff Regional Plan Policy PF.3.1, which emphasizes maintaining high quality, effective, and efficient law enforcement, fire, and emergency services. This policy underscores the importance of balancing public safety services with the operational goals, government plans, policies, population needs, and available funding.

By leveraging Fiscal Year 2026 – Fiscal Year 2027 grant funds, this agreement directly supports this policy by ensuring the Flagstaff Police Department has the resources necessary to deliver enhanced public safety services. This approach will allow our agency to optimize our effectiveness and coordinated efforts to ensure alignment with population demands and regional public safety goals. Furthermore, the transparent use of these funds reflects a commitment to sound fiscal management, ensuring services remain sustainable and in line with public policies and budgetary limitations. This grant initiative strengthens the region’s ability to meet evolving public safety needs while upholding the policy’s focus on quality and efficiency.

Connection to Carbon Neutrality Plan:
The proposed procurement of two pickup trucks is aligned with the City of Flagstaff’s Carbon Neutrality Plan by advancing a balanced, best-practice approach to municipal fleet management that integrates emissions reduction with operational necessity. The acquisition is consistent with the City’s EV-first and fleet rightsizing principles by documenting mission-critical requirements, evaluating lower-emission alternatives, and selecting vehicles that minimize lifecycle environmental impact while maintaining essential service delivery. These vehicles support practical law enforcement and field operations that require payload capacity, all-weather reliability, and access to varied terrain and functions that are not yet fully met by available zero-emission options at scale. As such, the procurement represents a responsible interim solution that avoids over-sizing, prioritizes fuel efficiency and durability, and positions the City to transition to electric or zero-emission pickup platforms as technology and City infrastructure mature.

In summary, this procurement advances the Carbon Neutrality Plan by ensuring fleet decisions are intentional, data-driven, and aligned with long-term emissions reduction goals, while safeguarding the Flagstaff Police Department’s ability to deliver core public safety and operational services.

Connection to 10-Year Housing Plan:
N/A

Connection to Division Specific Plan:
The Agreement between the City of Flagstaff and the State of Arizona, through the Department of Public Safety, enables the Flagstaff Police Department to leverage Fiscal Year 2026 – Fiscal Year 2027 grant funds to enhance crime prevention and control, also supporting justice administration.

Attachments: Grant Agreement
Award Letter

RESOLUTION NO. 2026-04

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA, THROUGH THE DEPARTMENT OF PUBLIC SAFETY AND THE CITY OF FLAGSTAFF FOR LOCAL BORDER SUPPORT GRANT FUNDS

RECITALS:

WHEREAS, the State of Arizona, through the Department of Public Safety and City of Flagstaff desire to enter into an intergovernmental agreement for local border support grant funds; and

WHEREAS, the City of Flagstaff Police Department applied for certain grant funds for Local Border Support from the Arizona Department of Public Safety ("DPS") for the purpose of enhancing law enforcement services to deter, apprehend, prosecute and detain individuals charged with drug trafficking, human smuggling, and other border-related crimes within the City of Flagstaff, Coconino County; and

WHEREAS, as a condition of this Agreement, DPS agrees to distribute $150,000.00 (One Hundred Fifty Thousand dollars) ("Grant Distribution") to the City of Flagstaff for the purpose of local law enforcement detectives working in conjunction with the METRO multi-agency task force. This money will be used for detective overtime expenses. These positions work with local, state, and federal partners to regularly conduct drug interdiction activities to deter and apprehend individuals who are involved with drug trafficking, human smuggling, and other border-related crimes; and

WHEREAS, as a condition of this Agreement, DPS agrees to distribute $135,000.00 (One Hundred Thirty-Five Thousand dollars) ("Grant Distribution") to the City of Flagstaff for the purpose of procurement of two (2) unmarked pickup trucks and covert upfitting. These vehicles will directly strengthen local capacity to support state and federal border enforcement objectives, bridge resource gaps, and ensure coordinated, intelligence-driven operations against organized criminal enterprises; and

WHEREAS, the City of Flagstaff is willing to accept the Grant Distribution under the terms and conditions set forth in this Agreement.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the Intergovernmental Agreement between the Department of Public Safety and the City of Flagstaff, Arizona, attached hereto as Exhibit A.

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 20th day of January 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
IGA

AGREEMENT REGARDING
LOCAL BORDER SUPPORT

This agreement is entered into between the State of Arizona through its Department of Public Safety, hereinafter referred to as "DPS" and the Flagstaff Police Department, hereinafter referred to as, "FPD".

DPS is authorized and empowered to enter into this Agreement pursuant to A.R.S. § 41-1713(B)(3). Both parties are authorized and empowered to enter into the Agreement pursuant to A.R.S. § 11-952.

In consideration of the mutual promises set forth herein, the parties to this Agreement hereby agree to the following conditions.

I. PARTICIPATION

The purpose of the Agreement shall be to enhance law enforcement services to deter, apprehend, prosecute and detain individuals charged with drug trafficking, human smuggling, illegal immigration and other border-related crimes within the City of Flagstaff, through cooperative efforts of DPS and the FPD - Local Border Support, hereinafter referred to as "LBS."

Additionally, ongoing information exchange and intelligence sharing will occur between DPS and FPD.

II. DISBURSMENT AND REPORTING

DPS agrees to disburse LBS funding as requested in the Local Border Support application at a total of $285,000.

Category	Description	Amount
Salary/ERE	Overtime for (3) Detectives	$ 150,000.00
Vehicles	(2) Unmarked Pickup Trucks	$ 120,000.00
Vehicles	Covert Upfitting	$ 15,000.00

At the close of the agreement's performance period, a summary and evidence of expenditures shall be prepared and submitted to DPS. The end of program summary report shall be received electronically no later than the last business day of the month immediately following the month in which all grant funds are exhausted or June 30, 2027, whichever is earlier. Expenditures must align with the approved budget and be incurred within the performance period.

III. IMMIGRATION

DPS and FPD agree to comply with A.R.S. §§23-214 and 41-4401.

IV. NON-DISCRIMINATION

DPS and FPD agree to comply with the non-discrimination provisions of the Governor's Executive Order 2023-001.

V. INDEMNIFICATION

DPS and FPD (as "Indemnitor") agree to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees, hereinafter collectively referred to as "claims") arising out of bodily injury (including death) of any person or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, agents, employees, or volunteers.

VI. RECORDKEEPING

All records regarding the Agreement, including time accounting logs, must be retained for five (5) years in compliance with A.R.S. § 35-214.

VII. FEES

In no event shall DPS or FPD charge the other for any administrative fees for any work performed pursuant to the Agreement.

VIII. JURISDICTION

FPD agrees to permit its staff to work outside of their regular jurisdictional boundaries.

IX. ARBITRATION

In the event of a dispute under this Agreement, the parties agree to use arbitration to the extent required under A.R.S. §§ 12-1518 and §§ 12-133.

X. LIMITATIONS

This Agreement in no way restricts DPS or FPD from participating in similar activities with other public or private agencies, organization, and individuals. Nothing in this agreement shall be construed as limiting or expanding statutory responsibilities of the parties.

XI. EFFECTIVE DATE/DURATION

The terms of this agreement shall become effective on July 1, 2025, and shall remain in effect until June 30, 2027. All equipment must be received and fully paid for by June 30, 2027. Any funds unexpended will be de-obligated and returned to DPS.

XII. AVAILABILITY OF FUNDS

Every payment obligation of DPS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the Agreement, the Agreement may be terminated by DPS at the end of the period for which funds are available. No liability shall accrue to DPS in the event this provision is exercised, and DPS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

XIII. CANCELLATION

This Agreement is subject to cancellation for conflicts of interest under A.R.S. § 38-511.

XIV. TERMINATION

DPS and FPD may terminate the Agreement for convenience or cause upon thirty (30) days written notice to the other party. Upon termination, DPS shall pay all outstanding amounts up through the time upon which the termination becomes effective. All property purchased by a party pursuant to that party's respective duties pursuant to this Agreement shall be returned to the purchasing party upon termination of this Agreement for any reason.

Any notice required to be given under the Agreement will be provided by mail to:

Mike Dodd, Budget Officer
Arizona Department of Public Safety
P.O. Box 6638, Mail Drop 1330
Phoenix, AZ 85005-6638

Sean Connolly, Chief of Police
Flagstaff Police Department
911 E Sawmill Road
Flagstaff, AZ 86001

XV. VALIDITY

This document contains the entire Agreement between the parties and may not be modified, amended, altered or extended except through a written amendment signed by all parties. If any portion of this Agreement is held to be invalid, the remaining provision shall not be affected.

The parties hereto have caused this Agreement to be executed by the proper officers and officials.

STATE OF ARIZONA

BY: _____ DATE: _____
Jeffrey D. Glover, Director
Arizona Department of Public Safety

FLAGSTAFF POLICE DEPARTMENT

BY: _____ DATE: _____
Sean Connolly, Chief of Police

BY: _____ DATE: _____
Name, position

BY: _____ DATE: _____

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Sterling Solomon, City Attorney

Date: 01/15/2026

Meeting Date: 01/20/2026

TITLE:

Consideration and Adoption of Resolution No. 2026-07: A resolution authorizing approval of Amendment One to the Intergovernmental Agreement between the State of Arizona and the City of Flagstaff for the Red Gap Ranch Longitudinal Waterline. (IGA with ADOT to amend the established permit process for a regional water supply waterline in I-40)

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2026-07 by title only
2. City Clerk reads Resolution No. 2026-07 by title only (if approved above)
3. Adopt Resolution No. 2026-07

Executive Summary:

The purpose of this amendment to the Intergovernmental Agreement is to establish the process and requirements necessary to obtain permits from Arizona Department of Transportation which would allow the City to place a regional waterline in the right-of-way of Interstate 40.

The original Intergovernmental Agreement is the culmination of six years of negotiations between the City and Arizona Department of Transportation. The Agreement was reviewed by the State Engineer's Office and Office of the Attorney General.
In 2004, Flagstaff voters approved a $15 million bond for Water Rights Acquisition and/or Water Development to provide for anticipated and demonstrated future water needs of the city in response to years of declining surface water supplies from drought. Subsequently, in 2005, the City Council approved the purchase of Red Gap Ranch 40 miles east of Flagstaff for the purpose of developing a well field, pipeline and booster stations in order to provide for a long-term water supply to residences and businesses. In 2008, the City contracted with JACOBS Engineering to conduct a pipeline feasibility study to select the most feasible alignment for a pipeline and define a conceptualdesign and facility location. The first phase of that analysis was completed in 2009. After evaluating multiple alternative alignments, the frontage along Interstate 40 was selected as the preferred alignment. City staff subsequently started discussions with Arizona Department of Transportation and Federal Highway Administration in early 2010 about the use of the right-of-way along Interstate 40 as a proposed location for a pipeline. The original Agreement entered in 2026 simply establishes a process of how the City can obtain a series of permits necessary for the installation, construction, operation and maintenance of a 30-inch waterline along and within the existing ADOT controlled access right-of-way of Interstate 40.

Due to progress toward the ultimate development of a regional water supply through a longitudinal waterline along I-40, the original Agreement needs to be extended for one year while terms are reviewed and negotiated for the future. Staff recommends approval of Amendment One extending the original Agreement for one year.

Financial Impact:

None at this time.

Policy Impact:

Continued planning and progress toward a regional water supply is a critical component of the City's future water supply and necessary for the City's water resiliency, redundancy, and water security needs.

Previous Council Decision or Community Discussion:

In January 2016, City Council approved the original Intergovernmental Agreement for the permitting process of a longitudinal waterline allowing a regional water supply. That original Agreement is attached to this staff summary.

Options and Alternatives to Recommended Action:

Approve Amendment One to the Agreement to extend the original Intergovernmental Agreement to allow continued progress toward a regional water supply through a longitudinal waterline along the I-40 path from Red Gap Ranch to the City of Flagstaff.

Not approve Amendment One to the Agreement and seek a different path for a regional water supply longitudinal waterline from Red Gap Ranch to the City of Flagstaff.

Connection to PBB Priorities and Objectives:

Please see executive summary.

Connection to Regional Plan:

Resilient and redundant water supply.

Connection to Carbon Neutrality Plan:

Resilient and redundant water supply.

Connection to 10-Year Housing Plan:

Resilient and redundant water supply.

Connection to Division Specific Plan:

Water Services - resilient and redundant water supply.

Attachments: Res. 2026-07
Amendment One
Original Intergovernmental Agreement

RESOLUTION NO. 2026-07

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING APPROVAL OF AMENDMENT ONE TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE CITY OF FLAGSTAFF FOR THE RED GAP RANCH LONGITUDINAL WATERLINE ALONG AN ACCESS CONTROLLED INTERSTATE FACILITY

RECITALS:

WHEREAS, the State of Arizona, acting by and through its Department of Transportation (the "State" or "ADOT") is empowered by A.R.S. § 28-401 to enter into Amendment No. One and has delegated to the authority to execute Amendment No. One; and

WHEREAS, the City of Flagstaff, acting through the Mayor and City Council ("City") and is empowered by A.R.S. §§ 11-951 through 11-954 and 48-572 to enter into Amendment No. One, and has authorized the execution of Amendment No. One; and

WHEREAS, it is in the best interest of both the State of Arizona/ADOT and the City of Flagstaff to amend the original agreement as set forth in Amendment No. One due to the need for a longitudinal waterline to allow for a regional water supply; and

WHEREAS, Amendment No. One will afford the benefit of continued efforts toward development of such a regional water supply through a longitudinal waterline; and

WHEREAS, a resilient and redundant regional water supply through a longitudinal waterline is critical in current climate where wildfires are increasing in intensity and frequency; and

WHEREAS, such a regional water supply through a longitudinal waterline is a critical component of the City's future water supply and necessary for the City's water resiliency, redundancy, and water security needs.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. General.

The City Council hereby authorizes the Mayor to execute the Amendment No. One to the Intergovernmental Agreement between the State of Arizona / Arizona Department of Transportation and the City of Flagstaff, attached hereto as Exhibit A, for the Red Gap Ranch Longitudinal Waterline Along an Access Controlled Interstate Facility which will allow for continued development of a regional water supply.

SECTION 2. Delegation of Authority.

FURTHER authorizing and directing the City Attorney to make such conforming or other changes

as might be required and consistent with Amendment No. One before formal execution of Amendment No. One by the City;

FURTHER authorizing and directing the City Manager and City Attorney to take such other actions as are necessary to carry out the purpose of this Resolution including but not limited to the execution of Amendment No. One.

SECTION 3. Effective Date.

This Resolution shall be immediately effective.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 20th day of January, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
Exhibit A – Amendment One to IGA

ADOT CAR No.: IGA 16-0005925-I
Amendment No. One: 25-0011337-I
AG Contract No.: P0012025000766
Project Location/Name: Red Gap Ranch
Type of Work: Longitudinal Waterline Along an Access Controlled Interstate Facility
Federal-aid No.: N/A
ADOT Project No.: M6926 01X
TIP/STIP No.: N/A
ALN: 20.205 - Highway Planning and Construction
Budget Source Item No.: N/A

AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF FLAGSTAFF

THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the "Amendment No. One"), is entered into this date _____, pursuant to Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF FLAGSTAFF, acting by and through its MAYOR and CITY COUNCIL (the "City" or "Local Agency"). The State and the Local Agency are each individually referred to as a "Party" and are collectively referred to as the "Parties."

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, IGA/JPA 16-0005925-I, was executed on January 28, 2016, (the "Original Agreement");

WHEREAS, the State is empowered by A.R.S. § 28-401 to enter into this Amendment No. One and has delegated to the undersigned the authority to execute this Amendment No. One on behalf of the State;

WHEREAS, the Local Agency is empowered by A.R.S. § 48-572 to enter into this Amendment No. One and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of the Local Agency; and

NOW THEREFORE, in consideration of the mutual terms expressed herein, the purpose of this Amendment No. One is to extend the duration one additional year to allow the Parties to negotiate and execute a new agreement. The Parties desire to amend the Original Agreement, as follows:

The Parties incorporate the paragraphs set forth above as part of the body of this Amendment No. One.

RECITALS

Paragraph 1. is revised, as follows:

1. WHEREAS, ADOT is empowered by Arizona Revised Statutes, Sections 11-951 through 11-954 and Section 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of ADOT; and

Paragraph 2. is revised, as follows:

2. WHEREAS, Flagstaff is authorized by Arizona Revised Statutes, Sections 11-951 through 11-954 and Section 48-572 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of Flagstaff; and

AGREEMENT

Paragraph 17. is revised, as follows:

17. This Agreement shall remain in full force and effect until January 28, 2027 to allow the Parties sufficient time to negotiate and execute a new agreement.

Paragraphs 19. through 30. are added, as follows:

19. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Local Agency will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

20. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.

21. Conflicts of Interest. This Agreement may be canceled in accordance with A.R.S. § 38-511.

22. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.

23. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.

24. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."

25. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

26. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.

27. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.

28. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.

29. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

30. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form as set forth below.

EXCEPT AS AMENDED HEREIN, **ALL OTHER** terms and conditions of the Original Agreement remain in full force and effect.

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

THIS AMENDMENT NO. ONE shall become effective upon the full completion of signing and dating by all Parties to this Amendment No. One.

IN ACCORDANCE WITH A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Amendment No. One and that the Amendment No. One is in proper form is set forth below.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. One the day and year first above written.

CITY OF FLAGSTAFF

By _____ Date_____
BECKY DAGGETT
Mayor

ATTEST:

By _____ Date_____
STACY SALTZBURG
City Clerk

I have reviewed the above referenced Amendment No. One to the Original Agreement between the State of Arizona, acting by and through its Department of Transportation, and the City of Flagstaff, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-572 and declare this Amendment No. One to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment No. One.
Approved as to Form:

By _____ Date_____
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date_____
AUDRA MERRICK, PE
Deputy Director for
Transportation/State Engineer

This Amendment No. One between public agencies, the State of Arizona and the City of Flagstaff has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Amendment No. One.

By _____ Date_____
Assistant Attorney General

INTER GOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF FLAGSTAFF

RED GAP RANCH
LONGITUDINAL WATERLINE ALONG AN ACCESS CONTROLLED INTERSTATE FACILITY

This Intergovernmental Agreement ("Agreement") is entered into this 28 day of January, 2016, by and between the Arizona Department of Transportation ("ADOT") and the City of Flagstaff ("Flagstaff") (collectively the "Parties"), in order to establish a process whereby the City of Flagstaff can obtain an ADOT issued encroachment permit or series of permits (the "Permit") for the installation, construction, operation and maintenance a 30-inch water line, with a maximum design pressure of 300 psi, to run partially along and within the existing ADOT controlled access right-of-way of I-40 from Mile Post 217 to Mile Post 238 (the "Project") as more particularly described below.

Recitals:

1. WHEREAS, ADOT is empowered by Arizona Revised Statutes, Section 11-952 and Section 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of ADOT; and

2. WHEREAS, Flagstaff is authorized by Arizona Revised Statutes, Section 11-952 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of Flagstaff; and

3. WHEREAS the ADOT Director has determined that, pursuant to Arizona Administrative Code, R17-3-502, the Project is an encroachment qualified for an ADOT encroachment permit, provided Flagstaff meets all relevant requirements for such a permit; and

4. WHEREAS, the Parties will in good faith use their best efforts to complete all of the terms and conditions of this Agreement.

Agreement:

Now therefore, the Parties agree:

1. Flagstaff must design, construct, operate and maintain the Project with primary consideration given to the safety of highway users and the integrity of the highway.

2. The Project may not adversely affect the safety, design, construction, operation, maintenance or stability of the highway.

3. The Project may not interfere with or impair the future expansion or improvement of the highway.

4. Neither the State, nor any of its departments, officers, agents or employees will be liable for any claims, demands, costs or expenses, including attorney's fees and costs, for any loss, claim, damages, or injury

to any person or entity, or to property, including third parties' persons or property, arising out of or related to Flagstaff's use of the right-of-way, unless caused by the willful, reckless or negligent act of the State, its departments, officers, agents or employees. As a condition of the Permit Flagstaff will be required to agree to indemnify ADOT for any such losses, unless caused by the willful, reckless or negligent act of the State, its departments, officers, agents or employees.

5. ADOT will not incur any costs for the project, whether those costs are foreseen or unforeseen. The project will be fully funded by Flagstaff, which will reimburse ADOT for any expenses or costs associated with the project.

6. The Project has no prior right to be within the right-of-way. Any realignment of the water line, for whatever reason, will be at Flagstaff's sole and exclusive cost and risk.

7. ADOT may, at any time in the sole discretion of the Director, require Flagstaff to realign portions of the water line if the Director determines that a relocation of the Project is necessary for a transportation purpose.

8. Nothing in this IGA may limit the Director's jurisdiction or control over the highway.

9. Flagstaff will be responsible for providing adequate insurance or other assurances as reasonably determined by ADOT in its sole discretion.

10. Prior to submitting an application for the ADOT encroachment permit, Flagstaff will prepare and submit to ADOT the following for ADOT's approval in its reasonable discretion.

    a. a draft catastrophic feasibility study to ADOT for review and approval.

    b. a draft maintenance plan to ADOT for review and approval.

    c. a draft emergency response plan to ADOT for review and approval.

    d. a draft NEPA document to be submitted by ADOT to FHWA. The NEPA document will address the full Project including but not limited to a change of access control limits and construction of a new access control fence to ADOT specifications.

    e. draft construction plans (meaning 30%, 60% and 95% plans) to ADOT for review and approval, which plans will include designed mitigation measures satisfactory to ADOT.

    f. such other plans, reports or other submittals as may be required by ADOT.

    g. ADOT applications for encroachment permits to perform pre-construction activities such as design, surveys, testing, and other preconstruction activities. Either Flagstaff or its consultants will submit said applications to ADOT, and ADOT will issue the permits provided Flagstaff complies with all relevant ADOT requirements for such permits.

11. After ADOT reviews the submittal required by paragraph 10 and has determined the final technical requirements:

    a. Flagstaff will submit final versions of the submittals required by paragraph 10 with its application for an ADOT encroachment permit.

b. Flagstaff (and to the extent necessary its consultants and contractors) will submit to ADOT an application for a permit to construct, operate and maintain the Project, and ADOT will issue the permits provided Flagstaff complies with all relevant ADOT requirements for such permits.

c. The location of the Project (including the water line and associated improvements) within the right-of-way will be determined by the Parties during the design process. ADOT retains sole discretion over the location of the Project within the right-of-way.

12. Flagstaff will prepare a schedule for all activities to be undertaken pursuant to this Agreement for ADOT's approval in its reasonable discretion. The parties expect that the schedule for various activities contemplated expressly or implicitly by this Agreement will be determined and adjusted from time to time as the process of design, surveys, testing other preconstruction activities, construction, operation and maintenance evolves.

13. ADOT will:

a. Coordinate with Flagstaff to attend comment review meeting with Flagstaff when the submittals are at the 30%, 60%, 90%, 100% design stages.

b. Represent 30% but not more than 40% of the selection committee for a Construction Manager at Risk (CMAR) contactor if ADOT chooses to participate in the committee.

c. Pursuant to the State's procurement standards, hire a consulting engineering company which specializes in waterline and pump station design to review and comment on documentation, and participate in any review meetings, submitted through this Agreement at Flagstaff's cost, and allow Flagstaff to review the consulting engineering company's proposed scope and fee and the reasonable discretion to provide input on and/or reject the same if in Flagstaff's determination such scope and fee are excessive. If Flagstaff rejects the consulting engineering company's proposed scope of work and fee, the agreement shall terminate. Any payment obligation incurred prior to such termination shall survive said termination.

d. Pursuant to the State's procurement standards hire a consulting engineering company which specializes in waterline and pump station design to monitor construction that takes place in ADOT's right-of-way at Flagstaff's cost, and allow Flagstaff to review the consulting engineering company's proposed scope and fee and the reasonable discretion to provide input on and/or reject the same if in Flagstaff's determination such scope and fee are excessive. If Flagstaff rejects the consulting engineering company's proposed scope of work and fee, the agreement shall terminate. Any payment obligation incurred prior to such termination shall survive said termination.

e. Submit invoices for the consultants listed above to Flagstaff for payment.

f. Submit to Flagstaff staff time invoices for all time spent by ADOT staff on in-house design review and coordination as set forth above.

14. Flagstaff shall pay all invoices from ADOT as set forth above no later than thirty (30) days after delivery of said invoice to Flagstaff. In the event that Flagstaff fails to pay said invoice within thirty (30) days after delivery, ADOT may give written notice of non-payment via certified mail (with the U.S. Postal Service at 211 W. Aspen, Flagstaff, Arizona 86001) ***AND*** via email to the Flagstaff Utilities

Director. Flagstaff shall have fifteen (15) days from the Flagstaff Utilities Director's receipt of written notice of non-payment from ADOT to cure said non-payment.

15. If Flagstaff ceases operation or maintenance of the Project within the right-of-way for a period of two years, ADOT will cancel the encroachment agreement(s) for the Project. Flagstaff will be required to remove all structures and facilities related to the Project within ADOT's right of way, including the waterline and restore the ADOT right-of-way to its condition prior to construction of the Project.

16. The Project may remain within ADOT right of way so long as Flagstaff complies with all permit requirements as determined by ADOT, provided ADOT does not need the City to relocate the Project, either within or outside of the ADOT right of way, for a transportation purpose, in which case ADOT can revoke the permit. The decision whether to revoke a permit is in the sole discretion of ADOT. ADOT will make reasonable efforts to allow the City to relocate the Project, in whole or in part, within the existing right of way or any new right of way acquired by ADOT for the transportation project. It is understood that ADOT must have a transportation purpose to acquire new right of way resulting in relocation of the Project.

17. This Agreement shall remain in full force and effect 10 years from the effective date or completion of the project, whichever occurs first. The parties may extend this agreement for an additional 5 years by mutual agreement.

18. This Agreement may be amended upon mutual written consent of both Parties.

CITY OF FLAGSTAFF, an Arizona municipal corporation

By: _____
JOSH COPLEY, City Manager

STATE OF ARIZONA
Department of Transportation

By: _____
DALLAS HAMMIT, P.E.
State Engineer

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacey Brechler-Knaggs, Grants, Contracts & Emergency Management Director

Co-Submitter: David Pedersen, Capital Improvement Project Manager

Co-Submitter: Brian Huntzinger

Date: 01/15/2026

Meeting Date: 01/20/2026

TITLE
Inner Basin Waterline Restoration Project Awards Presentation

STAFF RECOMMENDED ACTION:

Information Only

Executive Summary:
The Inner Basin Waterline Restoration Project stands as a remarkable example of resilience and innovation, transforming devastation into renewal. Following the 2022 Pipeline Fire in Flagstaff, which ravaged 26,532 acres - including areas still recovering from the 2010 Schultz Fire - post-fire monsoon rains compounded the destruction, unleashing severe flooding and erosion. This calamity threatened critical infrastructure, including the 120-year-old Inner Basin waterline, which supplies 20% of Flagstaff's summer potable water using gravity-fed snowmelt and springs along with three off-grid shallow groundwater wells. The loss of this essential pipeline would have imposed daily replacement costs amounting to thousands of dollars, jeopardizing the city's water supply during peak consumption summer months when it is needed most.

Depite the dire circumstances, the City of Flagstaff, in partnership with the US Forest Service, the Arizona Department of Forestry and Fire Management, Jacobs Engineering, and Hunter Contracting Co., undertook an extraordinary effort to restore and fortify this vital infrastructure. The project's complexity was amplified by its remote location, steep terrain with inclines reaching 50 feet, narrow access roads, and the limited construction season due to harsh winter conditions, construction in mountainous drainage during monsoon season, and additional operational restrictions as a result of Mexican Spotted Owl habitat.

Over two years, the team completed vital upgrades to 46 sites along the waterline - over a 13-mile stretch - employing innovative solutions such as installing 2,288 cubic yards of concrete and 5,326 linear feet of Gabion Baskets to stabilize the terrain and protect against future flooding. Beyond ensuring a reliable water supply for Flagstaff, the project mitigates erosion risks, safeguards the adjacent Transwestern gas line, and enhances safety for hikers and mountain bikers who explore the area's renowned trail system.

This project exemplifies ingenuity, perseverance, and environmental stewardship, addressing immediate needs while providing long-term benefits for the community and ecosystem. From the ashes of destruction, the Inner Basin Waterline Restoration Project has given new life to a critical resource and an iconic natural area, making it deserving of a national and multiple state awards!

Information:
Presentation provided.

Attachments: IB Waterline Presentation



Inner Basin Waterline Restoration Project

20 January 2026

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Arizona Awards

Arizona Chapter of Associated General Contractors (AGC)

- Award Won: **Build Arizona - New Construction $10 Million - $50 Million**
- Category: **Utilities**
- Date Won: **12/10/2024**





Arizona Awards

Arizona Transportation Builders Association (ATB)

- Award Won: **Ben Patton Luster Safety Award**
- Date Won: **2/7/2025**





Arizona Awards

AZ Water Association

- Award Won: **Project of the Year**
- Category: **Water Systems**
- Date Won: **3/12/2025**





Arizona Awards

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

INNER BASIN WATERLINE

Flood Mitigation | Protecting Flagstaff's Water Supply and Forest Trails

After the Pipeline Fire and devastating flash floods, the City of Flagstaff immediately engaged Hunter Contracting Co. to protect the 120-year-old Inner Basin Waterline–a critical system supplying up to 20% of the City's summer water. Without swift action, failure of the line could have cost the City thousands per day and jeopardized vital infrastructure.

- Stabilized 46 sites across steep, remote terrain.
- Installed 1 mile of gabion baskets to control flooding and erosion.
- Protected potable water supply, Transwestern gas line, and downstream neighborhoods.
- Designed to blend with the forest, reintroducing native vegetation and preserving trails.
- Locally sourced materials minimized environmental impact.
- 13 Tribal Nations invited to consult for cultural sensitivity.
- Crews battled fire risks, storms, and snow while navigating narrow access roads.



A true emergency response effort–protecting vital resources, restoring the forest, ensuring long-term resilience, and preserving access to Flagstaff's iconic trails.







Hunter CONTRACTING CO.

Jacobs

Arizona Awards

Arizona Chapter of American Council of Engineering Companies (ACEC)

- Award Won: **Engineering Excellence Honor Award**
- Category: **Water Resources**
- Date Won: **9/21/2025**





Regional Awards

Engineering News Record (ENR) Southwest Edition

Southwest edition includes projects from Arizona and New Mexico

- Award Won: **Project of the Year**
- Category: **Water/Environment**
- Date Won: **7/31/2025**



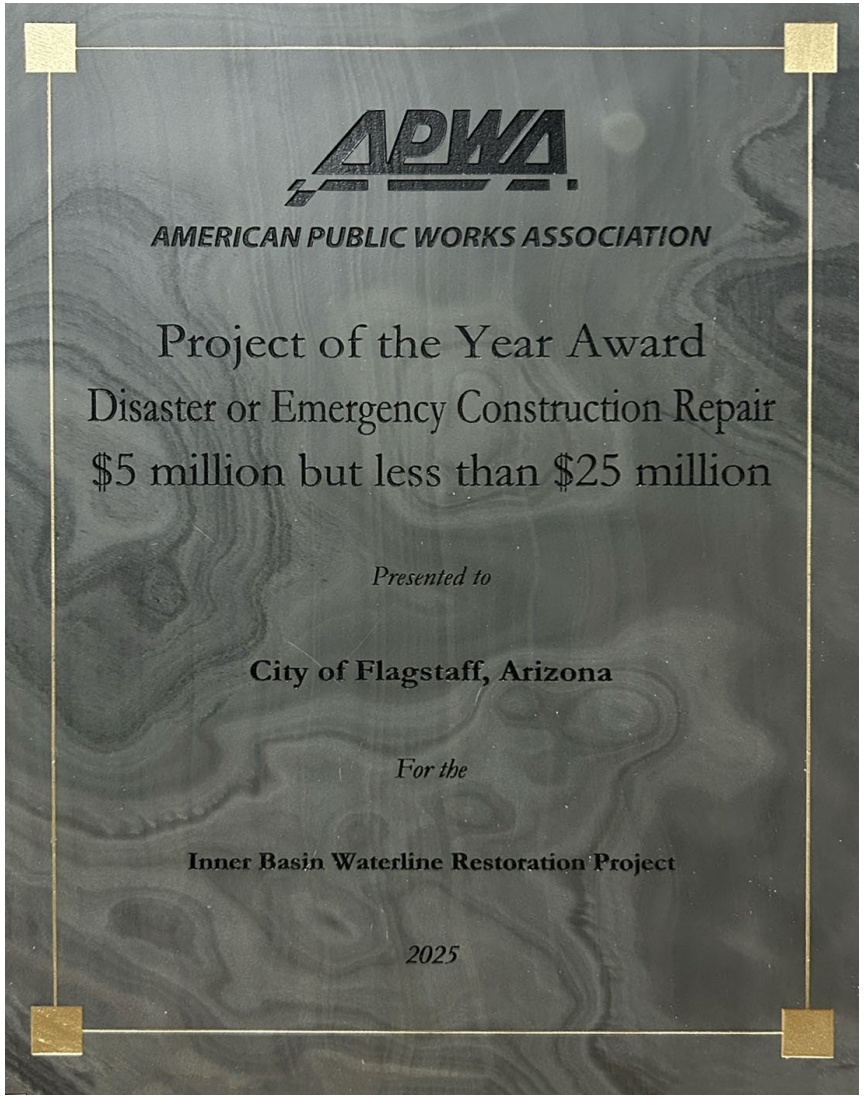


National Awards

American Public Works Association (APWA)

- Award Won: **Public Works Project of the Year**
- Category: **Disaster or Emergency Repair $5 Million-$25 Million**
- Date Won: **4/17/2025**





Media Exposure





INNER BASIN WATERLINE RESTORATION PROJECT

Managing Agency: City of Flagstaff, Arizona
Primary Contractor: Hunter Contracting Co.
Primary Consultant: Jacobs
Nominated By: APWA Arizona Chapter

Flagstaff's Inner Basin waterline was devastated by a 26,532-acre forest fire. To restore service, the city completed repairs and stabilization upgrades to 46 sites along the 13-mile pipeline. They combined 5,326 feet of gabion baskets with 2,228 cubic yards of concrete to stabilize wash crossings and protect the waterline and its access road against future flooding.

The project protects a waterline constructed within an access road that climbs up the hillside of a steep, densely forested mountain. Traditional drainage crossings, such as large culverts or bridges, could not withstand both the volume of water and debris flowing through these drainageways. The final roadway design for the drainage crossings is for a 50-year storm event. Because of the remote location of the project and constraints due to the narrow road and the narrow rock tunnel on Waterline Road, onsite materials were used where possible.



The team used a "design-construct-tweak design-improve construction" approach, which ensured continuous progress. Initial designs were tweaked during construction, which allowed for efficient resource allocation and immediate mitigation of the most vulnerable areas.

Because of the challenges presented due to the extent of erosion, a comprehensive two-phase approach was used. Before work began, debris was cleared and access roads were stabilized. Then the team focused on restoring and fortifying the area. By addressing immediate threats and laying the groundwork for sustainable restoration, the project protected critical infrastructure and contributed to the long-term recovery of the damaged forest ecosystem.

The repairs helped stabilize the pipeline, ceasing the loss of millions of gallons of water daily. The repair to the surrounding environment makes the area safer for utility worker access, forest maintenance crews, and emergency personnel in this fire-prone area, as well as recreational users. Materials sourced from the area and designs that harmonize with the landscape preserved the region's natural beauty, ensuring the improvements enhance rather than detract from the environment.

By prioritizing public safety, environmental stewardship, and transparent communication, critical infrastructure has been restored.



Media Exposure

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

2025 Southwest Best Projects

Best Project, Water/Environment: Inner Basin Waterline Restoration



Photo courtesy Hunter Contracting Co.

October 27, 2025

Media Exposure

Legacy, Leverage, and a Whole Lot of Dirt: Hunter's 65-Year Run



Inner Basin Waterline Rehabilitation, City of Flagstaff — an award-winning rebuild restoring 46 sites across 13 mountain miles, using trenchless repairs, slope stabilization, and drone inspections to bring potable water back after wildfire damage. Photo courtesy of Hunter Contracting.

More To Read



Seven Million Lights. One Wild West Christmas.



Video

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacy Saltzburg, City Clerk

Date: 01/15/2026

Meeting Date: 01/20/2026

TITLE

Future Agenda Item Request (F.A.I.R.): A Citizen Petition titled "Resolution condemning Trump's illegal war"

STAFF RECOMMENDED ACTION:

Council Direction

Executive Summary:

In accordance with Art. II, Sect. 17 of the Flagstaff City Charter, any citizen may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City who shall present it to the Council at its next regular meeting. The attached petition was filed with the City Clerk's Office on January 6, 2026, requesting "that the City Council condemn Federal government's foreign warmongering and reckless disregard for the lives and families of local working people of all nations."

Information:

None

Attachments: Petition #2026-01

RECEIVED
JAN 05 2026
BY: GS via hand delivered

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17 and Flagstaff City Code Title I Chapter 12

Pursuant to the Flagstaff City Charter and the City Code, any citizen (resident) of the City may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City of Flagstaff, which shall be presented to the City Council.

Title of Issue: Resolution condemning Trump's illegal war

Action Requested: That City Council condemn Federal government's foreign warmongering and reckless disregard for the lives and families of local working people of all nations.

Printed Name of Submitter: Kevin White

(Submitter must also sign below and complete information)

Contact Information: (928)380-5479 musicphysics@hotmail.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
1/4/26	PRUDENCIA MAESTAS	[redacted]	
1/4/26	Barb Fosse		
1/4/26	Jane Jackson		
1-4-26	Rodger Scurlock		
1-4-26	Carol J Lucke		
1-4-26	Deborah Harris		
1-4-26	Gail Belus		
1-4-26	Michael A. Belus		
1-4-26	DAVID FRONSKE		
1-4-26	mckenzie Jones		

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	BY	COUNCIL MEETING DATE
1/5/2026	Georgeanna Stookey	1/20/2026

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

TITLE OF ISSUE: _____ **PAGE** _____ **OF** _____

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
1.4.26	JACOB TIEGS	[redacted]	
1.14-26	Rick Mathews		
1.4.26	Amy Perry		
1-4-26	Rebecca Hillman		
1-4-26	Tim Williams		
1.4-26	Dave Mckell		
1-4-26	Devon Ambler		
1-4-26	Aaron Dickinson		
1-4-26	Asha Joshi		
1-4-26	Mars Purcell		
1-4-26	Sharri Gallagher		
01.04.26	James Thomas, Jr.		
1.4.26	R. Scott Goodwin		
1.4.26	Chelsea Green		
1-4-26	Fredricka C. Stoller		
1-4-26	Nicole Walker		
1-4-26	Collette Meyers		
1-4-26	SALLY EVANS		
1/4/26	Jennifer Nichols		
1/4/26	Jill K. Stephenson		
1/4/26	Kevin White		